ACHO DENE KOE FIRST NATION
FORT LIARD MÉTIS

AGREEMENT IN PRINCIPLE

SIGNING PAGE

IN WITNESS WHEREOF the Parties hereby execute this Agreement in Principle February 5th, 2014

SIGNED on behalf of the **ACHO DENE FIRST NATION**

HARRY DENERON, CHIEF

Witness:
Name: Marilyn Timbre.

SIGNED on behalf of the **FORT LIARD MÉTIS COUNCIL LOCAL 67**

Ernie McLeod

ERNIE MCLEOD, PRESIDENT

Witness:
Name: Marilyn Timbre.

SIGNED on behalf of the **HER MAJESTY THE QUEEN IN RIGHT OF THE NORTHWEST TERRITORIES** as represented by the Minister of Aboriginal Affairs and Intergovernmental Relations

Robert R. McLeod

THE HONOURABLE ROBERT R. MCLEOD

Witness: Kevin Menicoche
Name: Kevin Menicoche

SIGNED on behalf of **HER MAJESTY THE QUEEN IN RIGHT OF CANADA** as represented by the Minister of Indian Affairs and Northern Development and Federal Interlocutor for Métis and Non-Status Indians

THE HONOURABLE BERNARD VALCOURT

Witness:
Name: Pam Komaromi

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PREAMBLE

WHEREAS the Acho Dene Koe First Nation asserts that it has used, occupied and governed its traditional territory from time immemorial;

WHEREAS Treaty 11 was signed on July 17, 1922, with Chief Thomas E. Kinla and Headmen Joseph Fantasque and David Celibeta representing the Acho Dene Koe First Nation;

WHEREAS the *Constitution Act, 1982*, recognizes and affirms the existing aboriginal and Treaty rights of the Aboriginal Peoples of Canada, and the courts have stated that Aboriginal Rights include aboriginal title;

WHEREAS the Acho Dene Koe First Nation's existing Aboriginal Rights are recognized and affirmed by the *Constitution Act, 1982*, and the Parties have negotiated this Final Agreement to provide certainty in respect of those rights and to allow them to continue and to have effect and be exercised as set out in the Final Agreement;

WHEREAS the Acho Dene Koe First Nation asserts that it has an inherent right to self-government, and the Government of Canada has negotiated self-government in this Final Agreement based on its policy that the inherent right to self-government is an existing Aboriginal Right within section 35 of the *Constitution Act, 1982*; and

WHEREAS the Government of Canada and the Government of the Northwest Territories acknowledge the aspirations of the Acho Dene Koe First Nation to participate more fully in the economic, political, cultural and social life of the Northwest Territories in a way that preserves and enhances the collective identity of the Acho Dene Koe First Nation.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

CHAPTER 1: DEFINITIONS & INTERPRETATION

1.1.0 DEFINITIONS
1.2.0 INTERPRETATION

1.1.0 DEFINITIONS

1.1.1 The following definitions apply in the Agreement.

"Aboriginal Peoples" has the same meaning as in section 35 of the *Constitution Act, 1982*,

"Aboriginal Right" means an Aboriginal Right within the meaning of section 35 of the *Constitution Act, 1982*.

"Acho Dene Koe" means the Aboriginal Peoples comprised of all Acho Dene Koe Citizens.

"Acho Dene Koe Asserted Settlement Area" means the area described in a map attached as Appendix "A".

"Acho Dene Koe Burial Sites" means a Burial Site that contains the remains of an Acho Dene Koe individual, or an ancestor of an Acho Dene Koe individual, or for which there is evidence that the site contained such remains, and includes sites indicated as Acho Dene Koe Burial Sites under chapter 18, Heritage Resources.

"Acho Dene Koe Citizen" means an individual whose name is on the Acho Dene Koe Register.

"Acho Dene Koe Community" means the Hamlet of Fort Liard.

"Acho Dene Koe Community Lands" means the lands referred to in 5.1.1 and 5.1.2.

"Acho Dene Koe Enterprises" means an entity which complies with the legal requirements to carry on business in the Northwest Territories and which is:

a) a Corporation with more than 50 percent of the Corporation's voting shares beneficially owned by Acho Dene Koe Citizens or the Acho Dene Koe First Nation;

b) a co-operative controlled by Acho Dene Koe Citizens or the Acho Dene Koe First Nation;

c) a sole proprietorship owned by a Acho Dene Koe Citizen; or

d) a partnership in which at least 50 percent of the partners are Acho Dene Koe Citizens or the Acho Dene Koe First Nation.

"Acho Dene Koe First Nation" means the collectivity of Aboriginal Peoples comprised of all Acho Dene Koe Citizens.

"Acho Dene Koe First Nation Band" means the Acho Dene Koe Band which was, immediately before the Effective Date, a "band" as defined in the *Indian Act*.

"Acho Dene Koe First Nation Band List" means a list of individuals that is maintained under the *Indian Act* by the Acho Dene Koe First Nation or by the Department of Indian Affairs and Northern Development.

"Acho Dene Koe First Nation Constitution" means the Acho Dene Koe First Nation Constitution referred to in chapter 19, Governance and Elections and chapter 27, Eligibility and Enrolment.

"Acho Dene Koe First Nation Framework Agreement" means the Framework Agreement signed by the Acho Dene Koe First Nation, the Government of the Northwest Territories and the Government of Canada on July 17, 2008.

"Acho Dene Koe Government" means the government of the Acho Dene Koe First Nation established in accordance with chapter 19, Governance and Elections.

"Acho Dene Koe Heritage Resources" means Heritage Resources which are directly associated with the history or culture of the Acho Dene Koe First Nation.

"Acho Dene Koe Institution" means the Acho Dene Koe Government, a body, board, commission or any other similar entity, established by the

Acho Dene Koe First Nation under 19.5.1 d) i) of chapter 19, Governance and Elections.

"**Acho Dene Koe Law**" means a law made by the Acho Dene Koe Government under any law making authority set out in the Final Agreement or in the Acho Dene Koe Constitution and includes any regulations made pursuant to those laws.

"**Acho Dene Koe Register**" means a list of individuals who have been accepted for enrolment under the criteria set out in chapter 27, Eligibility & Enrolment.

"**Acho Dene Koe Settlement Area**" means the area within the Northwest Territories as described in the Final Agreement.

"**Acho Dene Koe Settlement Lands**" means the lands:

a) vested in the Acho Dene Koe First Nation under 3.2.2; or

b) in which the fee simple interest is held by the Acho Dene Koe First Nation, if the lands were conveyed to it under 3.2.2 or if the lands have become Acho Dene Koe Settlement Lands under 3.2.8, 4.2.2 or 4.3.2, but does not include lands that have been the subject of an expropriation where the Acho Dene Koe First Nation no longer holds the fee simple interest in the lands or where any other person holds the fee simple interest to any Minerals that may be found within, upon or under the lands

"**Advanced Stage of Exploration**" means mineral resource definition drilling on a grid or surface or underground bulk sampling for bench test work or grade and tonnage calculations.

"**Agreement in Principle**" means the collection of land, resource and self-government provisions approved by the Acho Dene Koe First Nation, the Government of the Northwest Territories and the Government of Canada as the basis for the Final Agreement.

"**All Terrain Vehicle**" means an All Terrain Vehicle as defined under the *All-Terrain Vehicles Act* (NWT).

"**Archaeological Permit**" means a permit issued under the *Northwest Territories Archaeological Sites Regulations*.

"Archaeological Site" means a site that is permitted by the *Northwest Territories Archaeological Sites Regulations*.

"Band List" means a list of individuals that is maintained in accordance with the *Indian Act* or by the Department of Indian Affairs and Northern Development.

"Bank" of a body of Water means the limit or edge of its Bed;

"**Bed**" of a body of Water means the land covered so long by Water as to wrest it from vegetation, or as to mark a distinct character upon the vegetation where it extends into Water or upon the soil itself.

"Burial Site" means land containing human remains or land in which evidence of such remains are found and is a natural or prepared physical location, other than a cemetery, into or onto which human remains were intentionally deposited as part of a burial rite.

"Camp" means a structure or group of structures, capable of being easily moved or dismantled, without permanent foundation, leaving a minimal impact on the land, incidental to the exercise of harvesting rights under the Final Agreement.

"Canada" means, unless the context otherwise requires, Her Majesty the Queen in right of Canada.

"Capital Transfer" means an amount paid by the Government of Canada under chapter 24, Financial Payments.

"Child" means an individual less than eighteen years of age.

"Commissioner's Land" means land to which the *Commissioner's Land Act* applies.

"**Community Boundary**" means the boundary of Fort Liard as described in Appendix "X".

"Conflict" means actual conflict in operation or operational incompatibility.

"Conservation" means:

a) the maintenance of the integrity of ecosystems by measures such as the protection and reclamation of Wildlife, Fish and Migratory Bird habitat and, where necessary, restoration of such habitat;

b) the maintenance of vital, healthy Wildlife, Fish and Migratory Bird populations; and

c) the maintenance of vital, and healthy Plant and Tree populations.

"Consolidated Revenue Fund Lending Rate" means the amortized rate approved by the Minister of Finance on loans from the Consolidated Revenue Fund.

"Construction Material" includes rock, gravel, sand, marl, clay, earth, silt, pumice, volcanic ash, and materials derived therefrom, or occurring as a constituent part thereof used in the construction and maintenance of public roads and other public works.

"Consult" and "Consultation" means Government providing to the Acho Dene Koe First Nation:

a) notice of a matter to be decided;

b) sufficient information in respect of the matter to permit the Acho Dene Koe First Nation to prepare its views on the matter;

c) a reasonable period of time to permit the Acho Dene Koe First Nation to prepare its views on the matter;

d) an opportunity for the Acho Dene Koe First Nation to present its views on the matter; and

e) full and fair consideration of any views on the matter so presented by the Acho Dene Koe First Nation.

"Contaminated Site" means a site where persons have abandoned or disposed of substances of such a nature and in such a manner, quantity or concentration that the substances constitute or are likely to constitute a danger to human life or health or to the Environment.

"Corporation" means a corporation that is incorporated under Legislation.

"Crown" means Her Majesty the Queen in right of Canada.

"Crown Lands" means lands belonging to Her Majesty in right of Canada.

"Dehcho First Nations Interim Resource Development Agreement" means the agreement by the same name signed between the Dehcho First Nations and the Government of Canada on April 17, 2003.

"Developer" means a Person or government engaged in a Project, including the federal Government, the territorial Government, a community government or an aboriginal government.

"Disputants" means:

a) Parties who have agreed to resolve a dispute in accordance with chapter 31, Dispute Resolution; or

b) Persons who are required by the Final Agreement to resolve a Dispute under chapter 31, Dispute Resolution; or

c) Persons having a right under the Final Agreement to seek the resolution of a Dispute under chapter 31, Dispute Resolution.

"Domestic Purposes" means food, social and ceremonial purposes, and does not include commercial sale.

"Edible Parts" means, in relation to Wildlife, Fish and Migratory Birds, those parts traditionally consumed by Aboriginal Peoples for food.

"Effective Date" means the latter date on which, either the territorial or federal Settlement Legislation comes into force.

"Enrolment Appeal Board" means the board established under 27.4.1.

"Enrolment Committee" mean the committee established under 27.2.1.

"Environment" means the physical environment, including air, land, Water, Wildlife, Fish, Migratory Birds, and Heritage Resources, and the social and cultural environment, including Harvesting of Wildlife, Fish, Migratory Birds, Plants and Trees.

"**Excess Mineral Revenues**" means the amount by which the revenues the Acho Dene Koe First Nation received in a given year from Minerals, other than Specified Substances, on Acho Dene Koe Settlement Lands exceeded the average per capita income of the Northwest Territories multiplied by the number of Acho Dene Koe Citizens in that year.

"Expropriating Authority" means Government, or any other authority authorized by Legislation to expropriate land or an interest in land, but does not include the Acho Dene Koe First Nation.

"**Federal Data Reporting Systems**" means CLCA.NET and its successors.

"Final Agreement" means the Phase I Final Agreement among the Acho Dene Koe First Nation, the Government of the Northwest Territories and the Government of Canada which will be negotiated based on this Agreement in Principle.

"Final Domestic Demand Implicit Price Index" or **"FDDIPI"** means the Final Domestic Demand Implicit Price Index for Canada, published regularly by Statistics Canada.

"**Fish**" has the same meaning as in the *Fisheries Act* (Canada).

"Forest Management" includes forest Conservation, forest fire control, timber management, reforestation, silviculture and management of a forest for wildlife and recreation.

"Fort Liard Métis Local 67" means the representative body of the Métis who meet the eligibility criteria as set out in the Eligibility and Enrolment chapter.

"**Furbearers**" means the following species: beaver *(Castor canadensis);* white fox or arctic fox *(Alopex lagopus);* river otter *(Lutra canadensis)*; lynx *(Lynx lynx)*; marten *(Martes americana)*; fisher *(Martes pennanti)*; striped skunk *(Mephitis mephitis)*; ermine *(Mustela erminea)*; least weasel *(Mustela nivalis)*; mink *(Mustela vison)*; muskrat *(Ondatra zibethicus)*; red, cross, black and silver fox *(Vulpes vulpes)*; wolverine *(Gulo gulo)*; wolf *(Canis lupus)*; coyote *(Canis latrans)*; woodchuck *(Marmota monax)*; and red squirrel *(Tamiasciurus hudsonicus).*

"Gas" means natural gas and includes all substances, other than Oil, that are produced in association with natural gas.

"**Government**" means:

a) the Government of Canada;

b) the Government of the Northwest Territories; or

c) both,

depending upon which government or governments have responsibility, from time to time, for the matter in question, and includes any department, agency or official of such a government.

"Government of Canada" means all departments and agencies, including departmental Corporations and branches designated as departments for purposes of the *Financial Administration Act* (Canada).

"Government of the Northwest Territories" means all departments and agencies, including departmental Corporations and branches designated as departments for purposes of the *Financial Administration Act* (NWT).

"**Harvesting**" means hunting, trapping, fishing, gathering or cutting, in accordance with the Final Agreement.

"**Heritage Resources**" means:

a) a site of historical or cultural significance and includes a Burial Site; or

b) ethnographic objects and archival records, objects or records of historical or cultural significance; or

c) human remains and associated grave goods found in a Burial Site.

"Implementation Plan" means the implementation plan referred to in 30.2.0.

"Indian" means an individual who pursuant to the *Indian Act* is registered as an Indian or is entitled to be registered as an Indian.

"**Intellectual Property**" means any intangible property right resulting from intellectual activity in the industrial, scientific, literary, or artistic fields, including, but not limited to, any right relating to patents, copyrights, trademarks, industrial designs, or plant breeders' rights.

"International Legal Obligation" means an international obligation binding on Canada under international Law, whether in force before, on or after the Effective Date.

"Land and Resource Agreement" means the final agreement which may be signed among the Government of Canada, the Government of the Northwest Territories and the Northwest Territory Métis Nation.

"Land Claims Agreement" means a land claims agreement within the meaning of section 25 and section 35 of the *Constitution Act, 1982*.

"Law" means Legislation and the common law.

"**Legislation**" means federal or territorial legislation and, for greater certainty, includes regulations, ordinances and orders in council but does not include Acho Dene Koe Laws.

"Linear Project" means a pipeline, communication or electrical transmission line, all season public highway or other linear infrastructure, including all necessary ancillary works.

"**Mackenzie Valley**" comprises the Northwest Territories exclusive of the areas within Wood Buffalo National Park and the Inuvialuit Settlement Region, as that region is defined in the agreement given effect by the *Western Arctic (Inuvialuit) Claims Settlement Act*.

"**Meh Cho La Dene**" means a dialect of South Slavey as spoken by the Acho Dene Koe First Nation.

"**Migratory Birds**" means migratory birds as defined under federal Legislation that is enacted further to international conventions and includes the eggs of those birds.

"**Minerals**" means a precious or base metal or other inorganic, naturally occurring substance that is found on or under any surface of land, and includes coal, Oil and Gas, but does not include Water, construction stone, carving stone, limestone, soapstone, marble, gypsum, shale, clay, sand, gravel, volcanic ash, diatomaceous earth, ochre, granite, slate, marl, loam, earth, flint, sodium chloride or soil.

"Mineral Exploration" means an activity or group of activities undertaken for the purpose of assessing the Mineral potential of the lands.

"Minister" means the Minister of the Government of Canada or of the Government of the Northwest Territories, as the context requires, responsible for the subject matter referred to, and his or her delegate.

"National Historic Site" means a site, building or other place of national historic interest or significance that is commemorated under section 3 of the *Historic Sites and Monuments Act*.

"National Park" includes a National Park Reserve and means lands and Waters named and described in the schedules to the *Canada National Parks Act* or administered under Legislation as a National Park or National Park Reserve.

"Navigable" means capable of navigation by boat or other water craft, for commercial or non-commercial purposes, on a river, lake or other body of Water.

"Norman Wells Proven Area" means the area described in Schedule "X" to the Proven Area Agreement dated July 21, 1944 between Imperial Oil Limited and His Majesty in right of Canada, as amended and renewed from time to time.

"Oil" means crude oil, regardless of gravity, produced at a wellhead in liquid form and any other hydrocarbons except gas and, without limiting the generality of the foregoing, hydrocarbons that may be extracted or recovered from deposits of oil sand, bitumen, bituminous sand, oil shale or from any other types of deposits on the surface or subsurface.

"Parties" mean the parties to the Agreement in Principle, namely the Acho Dene Koe First Nation, the Government of the Northwest Territories and the Government of Canada.

"Person" includes an individual, a partnership, a Corporation, a trust, an unincorporated association, or any other business entity, a Government or any other government, or any agency or political subdivision of a Government or of any other government, their respective heirs, executors, administrators and other legal representatives.

"Phase I Final Agreement" means the Phase I Final Agreement as contemplated by the Acho Dene Koe First Nation Framework Agreement.

"Phase II Final Agreement" means the Phase II Final Agreement subsequent to the phase I Final Agreement as contemplated by the Acho Dene Koe First Nation Framework Agreement.

"Plant" means flora, other than Trees, in a wild state and includes fungi in a wild state.

"Project" means an activity on land or Water and includes the establishment of a National Park, a Territorial Park or the acquisition of a National Historic Site by Parks Canada.

"Protected Area" means a site or area of land, wholly or partly located within the Acho Dene Koe Settlement Area, under the administration and control of and protected by Government including such a site or area that is a site with cultural, spiritual or archaeological significance, an historic park or site, a national wildlife area, a Territorial Park, a game reserve, a sanctuary, a Migratory Bird sanctuary, a National Wildlife Area or other area established for the protection of Wildlife, Fish and Migratory Birds and such habitat, but does not include a National Park or a National Historic Site.

"Railway" means a company, established under Legislation, authorized to construct or operate a railway. For greater certainty, "railway" as used in this definition includes:

a) all branches, extentions, sidings, stations, depots, wharfes, rolling stock, equipment, works, property and works connected with the railway and all Railway bridges, tunnels and other structures connected with the Railway; or

b) communications or signaling systems and related facilities and equipment used for railway purposes.

"Region" means the area shown on a map attached as Schedule "X".

"Remediation" means action to eliminate, limit, correct, counteract, mitigate or remove any contaminant or the adverse effects on the Environment or human health of any contaminant, and includes, but is not limited to, the following:

a) preliminary site investigations, detailed site investigations, analysis and interpretation, including tests, sampling, surveys, data evaluation, risk assessment and environmental impact assessment;

b) evaluation of alternative methods of remediation;

c) preparation of a remediation plan, including a plan for any consequential or associated removal of soil or soil relocation from the site;

d) implementation of a remediation plan;

e) monitoring, verification and confirmation of whether the remediation meets applicable standards and requirements imposed by a director; or

f) other activities prescribed by the Minister.

"Royalty" means any payment, whether in money or in kind, in respect of production of a resource in, on or under the Mackenzie Valley, including the Norman Wells Proven Area, paid or payable to Government because the Crown is the owner of the resource prior to the production of the resource, including without limiting the generality of the foregoing, the payment to Government under the *Frontier Lands Petroleum Royalty Regulations* passed pursuant to the *Canada Petroleum Resources Act* but, for greater certainty, does not include any payment, whether in money or in kind:

a) to Government as owner or part owner of the produced resource, including without limiting the generality of the foregoing, the payment to Government pursuant to clause 18 of the Proven Area Agreement;

b) by way of transfer between governments;

c) for a service;

d) for the issuance of a right or interest; or

e) for the granting of an approval or authorization.

"Section 35 Rights" means the rights, anywhere in Canada of the Acho Dene Koe First Nation that are recognized and affirmed by section 35 of the *Constitution Act, 1982*.

"Settlement Legislation" means the Legislation referred to in "26.2.13" and "28.2.15" and "28.2.17" that provides that the Final Agreement is approved, given effect and declared valid.

“**Specified Substances**” means carving stone, clay, construction stone, diatomaceous earth, earth, flint, gravel, gypsum, limestone, marble, marl, ochre, peat, sand, shale, slate, sodium chloride, soil and volcanic ash.

“**Surveyor General**” means the Surveyor General of Canada Lands appointed in the manner authorized by Legislation or a person authorized, by the Minister of the Government of Canada responsible for the Government of Canada land surveys, to carry out the duties of the Surveyor General.

"Territorial Court" means The Territorial Court of the Northwest Territories.

"**Territorial Park**" means an area established under the *Territorial Parks Act* that is wholly or partly within the Acho Dene Koe Settlement Area.

“**Total Allowable Harvest**” means, in relation to a population or stock of wildlife, the total amount of that population or stock that may be Harvested annually.

“**Trade**” means barter, exchange, buy or sell as set out in the Final Agreement.

“Treaty” means a treaty within the meaning of section 35 of the *Constitution Act, 1982.*

“**Tree**” means a woody, perennial plant generally with a single well-defined stem and a more or less definitively formed crown which is found in a wild state in the Northwest Territories.

“Vested With Title” means statutory vesting as set out in Legislation.

“Waste” in relation to the deposit of waste, has the same meaning as in the *Northwest Territories Waters Act*.

“**Water**” means any inland water, whether in a liquid or frozen state, on or below the surface of the land.

“**Waterfront Lands**” means a strip of lands 31 metres wide measured inland from the bank of a Navigable river or other Navigable body of Water that can be entered from a Navigable river.

“**Wildlife**” means:

a) all vertebrate and invertebrate animals, including mammals, birds, reptiles, and amphibians; and

b) the eggs, juvenile stages, and adult stages of all vertebrate and invertebrate animals;

but does not include Fish or Migratory Birds.

1.2.0 INTERPRETATION

1.2.1 The Final Agreement may be examined as an aid to interpretation where there is any doubt in respect of the meaning of any Legislation or Acho Dene Koe Law implementing the provisions of the Final Agreement.

1.2.2 There will be no presumption that doubtful expressions, terms or provisions in the Final Agreement are to be resolved in favour of any particular Party.

1.2.3 Schedules and Appendices to the Final Agreement form part of the Final Agreement, and all of the Final Agreement will be read together and interpreted as one agreement.

1.2.4 The Final Agreement will be the entire agreement and there is no representation, warranty, collateral agreement, condition, right or obligation affecting it except as set out in the Final Agreement.

1.2.5 Unless the Parties otherwise agree, an agreement, plan, guideline or other document made by a Party or Parties that is referred to in or contemplated by the Final Agreement, including an agreement that is reached as a result of negotiations that are required or permitted by the Final Agreement,

a) is not part of the Final Agreement;

b) is not a Treaty or Land Claims Agreement within the meaning of sections 25 and 35 of the *Constitution Act, 1982*; or

c) does not recognize or affirm Aboriginal Rights or Treaty rights, within the meaning of sections 25 and 35 of the *Constitution Act, 1982*.

1.2.6 A reference to a Government, ministry, department or body will include its successor, whether it be in name or function.

1.2.7 Except where a specific year and chapter number are referenced, citation of Legislation refers to the Legislation as amended from time to time and includes successor Legislation.

1.2.8 The use of the word “territorial” refers to the Northwest Territories.

1.2.9 The use of the word "will", where the context denotes an obligation that must be carried out by one or more of the Parties and, when no time frame is set out, the obligation will be carried out as soon as is practicable after the Effective Date or the event which gives rise to the obligation.

1.2.10 “May” is to be construed as permissive, but the use of the words “may not” denotes a negative connotation.

1.2.11 “Or” is used in its inclusive sense, meaning A or B, or both A and B.

1.2.12 “And” is used in its joint sense, meaning A and B, but not either alone.

1.2.13 The use of the word "including" means "including, but not limited to" and the use of the word “includes" means "includes, but is not limited to".

1.2.14 The use of the word “practicable” means “capable of being done”.

1.2.15 Headings and sub-headings are for convenience only and in no way define, limit, alter or enlarge the scope or meaning of any provisions of the Final Agreement. A reference to a heading number or subheading number is a reference to the paragraphs under that heading or subheading, as applicable.

1.2.16 Where a word is defined, other parts of speech and grammatical forms of the same word have corresponding meanings.

1.2.17 A reference to a "chapter" or "schedule" means a chapter or schedule of the Final Agreement, unless the meaning is otherwise clear from the context.

1.2.18 The use of the singular includes the plural and the use of the plural includes the singular, unless it is otherwise clear from the context.

1.2.19 Defined words will be capitalized in the text of this Agreement in Principle and the Final Agreement.

1.2.20 Except where this Agreement in Principle provides “notwithstanding any other provision of this Agreement”, a provision of this chapter prevails to the extent of an inconsistency or conflict with any other provision of this Agreement.

CHAPTER 2: GENERAL PROVISIONS

2.1.0 STATUS OF THE AGREEMENT IN PRINCIPLE
2.2.0 STATUS OF THE FINAL AGREEMENT
2.3.0 AUTHORITY TO ENTER INTO THE AGREEMENT IN PRINCIPLE
2.4.0 CONSTITUTION OF CANADA
2.5.0 RELATIONSHIP OF ACHO DENE KOE LAW AND LEGISLATION
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2.7.0 CONSULTATION
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2.26.0 DEPOSIT OF THE FINAL AGREEMENT AND AMENDMENTS
2.27.0 NOTICE

2.1.0 STATUS OF THE AGREEMENT IN PRINCIPLE

2.1.1 The Agreement in Principle sets out provisions that will form the basis for negotiation of a Final Agreement.

2.1.2 The Agreement in Principle is not legally binding on the Parties and, for greater certainty, nothing in this Agreement in Principle is to be interpreted as creating, defining or recognizing legal duties or obligations on any Party. All discussions and documents are without prejudice to the positions of the Parties in any litigation.

2.1.3 On the Effective Date, the Final Agreement will replace the Agreement in Principle.

2.2.0 STATUS OF THE FINAL AGREEMENT

2.2.1 The Final Agreement will not come into force, nor create legally binding obligations until ratified by a vote of the Acho Dene Koe First Nation and by the coming into force of Legislation enacted by the Legislative Assembly of the Northwest Territories and Parliament of Canada.

2.2.2 On the Effective Date, the Final Agreement will be a Treaty and a Land Claims Agreement within the meaning of sections 25 and 35 of the *Constitution Act, 1982*.

2.2.3 The Final Agreement will be binding on the Parties and can be relied upon by the Parties and all persons.

2.3.0 AUTHORITY TO ENTER INTO THE AGREEMENT IN PRINCIPLE

2.3.1 The Acho Dene Koe First Nation represents and warrants to the Government of the Northwest Territories and the Government of Canada that, in respect of the matters dealt with in the Agreement in Principle, it has the authority to enter into the Agreement in Principle on behalf of any and all of those individuals who collectively comprise the Acho Dene Koe First Nation and who have or may exercise any Aboriginal Rights, including aboriginal title, or may make any claims to those rights.

2.3.2 The Government of Canada and the Government of the Northwest Territories represent and warrant to the Acho Dene Koe First Nation that, in respect of the matters dealt with in the Agreement in Principle, they have the authority to enter into the Agreement in Principle.

2.4.0 CONSTITUTION OF CANADA

2.4.1 The Final Agreement will not alter the Constitution of Canada, including:

a) the distribution of law making authority under the Constitution of Canada; and

b) the identity of Acho Dene Koe First Nation as Aboriginal Peoples; and

c) sections 25 and 35 of the *Constitution Act, 1982*.

2.4.2 The Final Agreement will provide that the *Canadian Charter of Rights and Freedoms* applies to the Acho Dene Koe First Nation and any Acho Dene Koe Institutions.

2.5.0 RELATIONSHIP OF ACHO DENE KOE LAW AND LEGISLATION

2.5.1 The Final Agreement will provide that Law and Acho Dene Koe Law will apply to the Acho Dene Koe First Nation, any Acho Dene Koe Institutions and Acho Dene Koe Citizens.

2.5.2 The Final Agreement will provide that Law will apply to:

a) Acho Dene Koe Settlement Lands;

b) the Acho Dene Koe Settlement Area;

c) Waters in, on or under such lands; and

d) resources in or on such lands and Waters.

2.5.3 Except as otherwise provided in the Final Agreement, Acho Dene Koe Law does not apply to the Government of Canada or the Government of the Northwest Territories.

2.5.4 Except as otherwise provided in the Final Agreement, the powers of the Acho Dene Koe Government to enact laws are concurrent with those of Government.

2.5.5 In the event of a conflict between the Final Agreement and Law or Acho Dene Koe Law, the Final Agreement prevails to the extent of the conflict.

2.5.6 In the event of an inconsistency or conflict between the Final Agreement and the Acho Dene Koe Constitution, the Final Agreement prevails to the extent of the inconsistency or conflict.

2.5.7 In the event of a conflict between Legislation which implements the Final Agreement and any other Law, the Legislation which implements the Final Agreement prevails to the extent of the conflict.

2.5.8 Notwithstanding any other rule of priority in the Final Agreement, Law prevails over Acho Dene Koe Law to the extent of any conflict involving an Acho Dene Koe Law that has a double aspect or an incidental impact upon:

a) an area of Government law making authority in respect of which the Acho Dene Koe Government does not have law making authority; or

b) a law making authority set out in the Final Agreement for which Law prevails.

2.5.9 Notwithstanding any other rule of priority in the Final Agreement, in the event of a conflict between an Acho Dene Koe Law and Law that pursues an objective of overriding national importance, the Law prevails to the extent of the conflict.

2.5.10 For greater certainty, overriding national importance includes Law relating to the preservation of peace, order and good government in Canada, as well as Legislation that relates specifically to protection of human rights or the protection of the health and safety of all Canadians, or Law required to meet the Government of Canada's International Legal Obligations.

2.5.11 For greater certainty, the Acho Dene Koe Government does not have the power to make laws with respect to criminal Law and procedure, Intellectual Property, protection of the health and safety of all Canadians, the official languages of Canada, official languages of the Northwest Territories, or labour relations and working conditions.

2.5.12 Where there is any inconsistency or conflict between the Settlement Legislation and the Final Agreement, the Final Agreement will prevail to the extent of the inconsistency or conflict.

2.5.13 Where there is any inconsistency or conflict between the provisions of chapter 1, General Provisions and the provisions of any other chapter of the Final Agreement, the provisions of chapter 1, General Provisions will prevail to the extent of the inconsistency or conflict. This does not apply to chapter-specific definitions.

2.5.14 Any licence, permit or other authorization to be issued by Government as a result of the Final Agreement will be issued under Legislation and will not be part of the Final Agreement, and the Final Agreement prevails to the extent of an inconsistency with the licence, permit or other authorization.

2.6.0 RIGHTS, BENEFITS AND PROGRAMS

2.6.1 Acho Dene Koe Citizens who are Canadian citizens will continue to have all the rights and benefits of other Canadian citizens in accordance with the conditions for those rights and benefits in effect from time to time.

2.6.2 Unless a fiscal financing agreement or another agreement provides for the transfer of program responsibility to the Acho Dene Koe First Nation, nothing in the Final Agreement will affect the ability of Acho Dene Koe Citizens to participate in or benefit from federal and territorial programs for Aboriginal Peoples in accordance with the conditions for those programs in effect from time to time.

2.6.3 Enrolment as an Acho Dene Koe Citizen does:

a) not confer any rights or benefits under the *Indian Act; or*

b) not confer a right of entry into Canada or of Canadian citizenship; or

c) not affect an individual's identity as an Indian, Inuk or Métis within the meaning of the *Constitution Act, 1982*.

2.6.4 Rights and benefits provided under the Final Agreement for the Acho Dene Koe First Nation are vested in Acho Dene Koe Citizens collectively and may be exercised by individual Acho Dene Koe Citizens subject to limitations established by or under any provisions of the Final Agreement, including any limitations established by the Acho Dene Koe First Nation. No Acho Dene Koe Citizen has a right to land, money or other benefits under the Final Agreement unless specifically provided for in the Final Agreement, or by decision of the Acho Dene Koe First Nation.

2.7.0 CONSULTATION

2.7.1 Prior to the Final Agreement the Parties will discuss the definition and other particulars and aspects of Consultation as used thoughout the Agreement in Principle.

2.8.0 STATUS OF ACHO DENE KOE SETTLEMENT LANDS

2.8.1 Acho Dene Koe Settlement Lands are deemed not to be "lands reserved for the Indians" within the meaning of the *Constitution Act, 1867* or "Reserves" within the meaning of the *Indian Act*.

2.9.0 NO IMPLIED WAIVER

2.9.1 Any provision of the Final Agreement or the performance by a Party of an obligation under the Final Agreement may not be waived unless the waiver is in writing and signed by the Party or Parties giving the waiver.

2.9.2 A written waiver of any provision of the Final Agreement, or performance by a Party of an obligation under the Final Agreement, or default by a Party of an obligation under the Final Agreement is not a waiver of any other provision, obligation, or subsequent default.

2.10.0 ASSIGNMENT

2.10.1 Unless the Parties otherwise agree, the Final Agreement will not be assigned, either in whole or in part, by any Party.

2.11.0 CERTAINTY

Full and Final Settlement

2.11.1 The Final Agreement will constitute the full and final settlement respecting:

a) the Treaty rights; and

b) the Aboriginal Rights, including aboriginal title,

held by the Acho Dene Koe First Nation in Canada, excluding British Columbia and Yukon, as they relate to any matter set out in the Final Agreement.

Section 35 Rights of the Acho Dene Koe First Nation

2.11.2 In relation to any matter set out in the Final Agreement, the Final Agreement will exhaustively set out the Section 35 Rights of the Acho Dene Koe First Nation, the attributes of those rights, the geographic extent of those rights, and the limitations to those rights, to which the Parties have agreed, those rights being:

a) the Treaty rights;

b) the Aboriginal Rights, including aboriginal title, modified as a result of the Final Agreement, in Canada, excluding British Columbia and Yukon, of the Acho Dene Koe First Nation in and to lands and resources in Canada, excluding British Columbia and Yukon;

c) the jurisdictions, authorities and rights of the Acho Dene Koe Government; and

d) all other Section 35 Rights of Acho Dene Koe First Nation.

Modification

2.11.3 Notwithstanding the common law, as a result of the Final Agreement and the Settlement Legislation,

a) the Treaty rights;

b) the Aboriginal Rights, including aboriginal title; and

c) all other Section 35 Rights,

of the Acho Dene Koe First Nation, as such rights existed in Canada, excluding British Columbia and Yukon, before the Effective Date, including the attributes of those rights, the geographic extent of those rights, and the limitations to those rights within Canada, excluding British Columbia and Yukon, are modified, and continue as modified, as set out in the Final Agreement.

2.11.4 For greater certainty, the aboriginal title of the Acho Dene Koe First Nation that existed in Canada, excluding British Columbia and Yukon, before the Effective Date, including the attributes, geographic extent and limitations to that aboriginal title, is modified and continues as an estate in fee simple in those lands identified in the Final Agreement as Acho Dene Koe Settlement Lands.

Purpose of Modification

2.11.5 The purpose of the modification referred to in 2.11.3 and 2.11.4 is to ensure that as of the Effective Date:

a) the Acho Dene Koe First Nation has, and can exercise, the Section 35 Rights set out in the Final Agreement, including their attributes, geographic extent within Canada, excluding British Columbia and Yukon, and the limitations of those rights, to which the Parties have agreed;

b) the Government of Canada, the Government of the Northwest Territories and all other Persons can exercise their rights, authorities, jurisdictions and privileges in a manner that is consistent with the Final Agreement; and

c) the Government of Canada, the Government of the Northwest Territories and all other Persons do not have any obligations in respect of any Treaty rights, Aboriginal Rights, including aboriginal title, and all other Section 35 Rights of the Acho Dene Koe First Nation to the extent that those rights, including title, might be in any way different in attributes or geographic extent within Canada, excluding British Columbia and Yukon, from the Section 35 Rights of the Acho Dene Koe First Nation as they relate to any manner set out in the Final Agreement.

Release of Past Claims

2.11.6 The Acho Dene Koe First Nation releases the Government of Canada, the Government of the Northwest Territories and all other Persons from all suits, actions, claims, proceedings or demands of whatever kind, whether known or unknown, that the Acho Dene Koe First Nation ever had, now has or may have in the future, relating to or arising from any act or omission before the Effective Date that may have affected, interfered with or infringed any Treaty right, Aboriginal Right, including aboriginal title or any other Section 35 Right of the Acho Dene Koe First Nation in Canada, excluding British Columbia and Yukon.

Indemnities

2.11.7 The Acho Dene Koe First Nation will indemnify and forever save harmless the Government of Canada or the Government of the Northwest Territories, as the case may be, from any and all damages, costs excluding fees and disbursements of solicitors and other professional advisors, losses or liabilities, that the Government of Canada or the Government of the Northwest Territories, respectively, may suffer or incur in connection with or as a result of any suit, action, claim, proceeding or demand initiated or made before or after the Effective Date relating to or arising from:

a) the existence in Canada, excluding British Columbia and Yukon, of a Treaty right, Aboriginal Right, including aboriginal title, or any other Section 35 Right of the Acho Dene Koe First Nation, that is determined to be other than, or different in attributes or geographical extent from, the Section 35 Rights of the Acho Dene Koe First Nation set out in the Final Agreement; or

b) any act or omission by the Government of Canada or the Government of the Northwest Territories, before the Effective Date, that may have affected, interfered with or infringed any Treaty right, or Aboriginal Right, including aboriginal title of the Acho Dene Koe First Nation in Canada, excluding British Columbia and Yukon.

2.11.8 A Party who is the subject of a suit, action, claim, proceeding or demand giving rise to a requirement to provide payment a Party pursuant to an indemnity under the Final Agreement:

a) will vigorously defend the suit, action, claim, proceeding or demand; and

b) will not settle or compromise the suit, action, claim, proceeding or demand except with the consent of the Party who has granted the indemnity, which consent will not be arbitrarily or unreasonably withheld or delayed.

Specific Claims

2.11.9 The Acho Dene Koe First Nation agrees not to pursue any specific claim in accordance with the Government of Canada's Specific Claims Policy unless:

a) the claim is submitted and accepted for negotiation by the Government of Canada prior to the Effective Date; or

b) the claim has been filed with the Specific Claims Tribunal.

2.12.0 INDEMNITIES, REPRESENTATIONS AND WARRANTIES

2.12.1 The Acho Dene Koe First Nation warrants that it represents all Acho Dene Koe Citizens and will indemnify the Government of the Northwest Territories and the Government of Canada in respect of claims relating to any Aboriginal Rights, including aboriginal title, of the Acho Dene Koe First Nation.

2.12.2 The Final Agreement will provide that the Acho Dene Koe First Nation represents and warrants that it represents all individuals who may be eligible for enrolment under the Final Agreement.

2.13.0 OTHER ABORIGINAL PEOPLES

2.13.1 Nothing in the Final Agreement affects, recognizes or provides any rights under section 35 of the *Constitution Act, 1982* for any Aboriginal Peoples other than the Acho Dene Koe First Nation.

2.13.2 Use of "exclusive" in the Agreement in Principle does not affect the rights of Aboriginal Peoples who hold or assert section 35 rights, pursuant to the *Constitution Act, 1982*, in the Acho Dene Koe Settlement Area.

2.13.3 If a superior court of a province or territory, the Federal Court of Canada or the Supreme Court of Canada finally determines that any Aboriginal Peoples, other than the Acho Dene Koe First Nation, has a right under section 35 of the *Constitution Act, 1982* that is adversely affected by a provision of the Final Agreement:

a) that provision will operate and have effect to the extent it does not adversely affect that right; and

b) if the provision cannot operate and have effect in a way that it does not adversely affect that right, the Parties will make best efforts to amend the Final Agreement to remedy or replace that provision.

2.13.4 If the Government of Canada or the Government of the Northwest Territories enters into a Treaty or a Land Claims Agreement, within the meaning of sections 25 and 35 of the *Constitution Act, 1982*, with any other Aboriginal Peoples and that Treaty or Land Claims Agreement adversely affects Acho Dene Koe First Nation Section 35 Rights as set out in the Final Agreement, Government of the Northwest Territories or the Government of Canada, or both, as the case may be, will provide the

Acho Dene Koe First Nation with additional or replacement rights or other appropriate remedies.

2.13.5 At the request of the Acho Dene Koe First Nation, the Parties will negotiate and attempt to reach agreement on the provision of those additional or replacement rights or other appropriate remedies contemplated by 2.13.4.

2.13.6 If the Parties are unable to reach agreement on the provision of the additional or replacement rights or other appropriate remedies contemplated by 2.13.4, the provision of those additional or replacement rights or appropriate remedies will be determined in accordance with chapter 31, Dispute Resolution.

2.13.7 The Acho Dene Koe First Nation acknowledges that in the course of Final Agreement negotiations, Government will Consult other aboriginal groups who have established rights protected by section 35 of the *Constitution Act, 1982*, or who assert that they have rights protected by section 35, which may be adversely affected by the coming into effect of the contemplated Final Agreement, and that as a result, Government may propose, amongst other measures taken with a view to achieving reconciliation, changes to the contemplated Final Agreement.

2.14.0 DISCLOSURE OF INFORMATION

2.14.1 Where the Final Agreement provides for sharing of information, the Government of Canada and the Government of the Northwest Territories will not disclose any information that they are required to withhold under Legislation and the Acho Dene Koe First Nation will not disclose any information it is required to withhold under Acho Dene Koe Law.

2.14.2 Concurrent with the tabling of the federal Legislation which implements the Final Agreement, the Government of Canada will present amendments to the *Access to Information Act* and the *Privacy Act* to protect from disclosure information provided in confidence by the Acho Dene Koe First Nation as if it was information provided to the Government of Canada by a provincial, territorial, regional or municipal government.

2.14.3 If the Acho Dene Koe First Nation requests disclosure of information from the Government of Canada or the Government of the Northwest Territories, the request will be evaluated as if it were a request by a province or a territory for disclosure of that information, but the

Government of Canada and the Government of the Northwest Territories are not required to disclose information to the Acho Dene Koe First Nation that would not be available to any or all provinces or territories.

2.14.4 The Parties may enter into agreements in respect of the collection, protection, retention, use, disclosure and confidentiality of personal, general or other information.

2.14.5 Notwithstanding any other provision of the Final Agreement:

a) the Parties are not required to disclose any information that they are required or entitled to withhold under a privilege at Law or under any Legislation or Acho Dene Koe Law; and

b) where conditions are required for the disclosure of information under Legislation or Acho Dene Koe Law, the Parties are not required to disclose that information unless the conditions are met.

2.15.0 ENUREMENT

2.15.1 The Final Agreement will enure to the benefit of and is binding upon the Parties and their respective permitted assigns.

2.16.0 OFFICIAL LANGUAGES

2.16.1 There will be an English, French and Meh Cho La Dene version of the Final Agreement.

2.16.2 The only authoritative versions of the Final Agreement will be the versions in the English and French languages signed by all Parties, and the English and French versions will be equally authoritative.

2.17.0 APPLICATION OF THE *INDIAN ACT*

2.17.1 The Final Agreement will provide that, subject to chapter 29, Transition, the *Indian Act* will not apply to the Acho Dene Koe First Nation, any Acho Dene Koe Institutions, or Acho Dene Koe Citizens, except for the purpose of determining whether an individual is an "Indian" within the meaning of the *Indian Act*.

2.18.0 DEVOLUTION

2.18.1 Nothing in the Final Agreement will prejudice the devolution or transfer of responsibility or powers from the Government of Canada to the Government of the Northwest Territories.

2.19.0 INTERNATIONAL LEGAL OBLIGATIONS

2.19.1 Prior to the conclusion of the Final Agreement, the Parties will address the issue of providing for the consistency of Acho Dene Koe Laws and other exercises of power with the Government of Canada's International Legal Obligations. The Final Agreement will provide for the consistency of the Acho Dene Koe Laws and other exercises of power with the Government of Canada's International Legal Obligations. The Final Agreement will provide for the consistency of Acho Dene Koe Laws and other exercises of power with Canada's International Legal Obligations.

2.20.0 VALIDITY OF AGREEMENT

2.20.1 None of the Parties will challenge the validity of any provision of the Final Agreement and if a court of competent jurisdiction finds any provision of the Final Agreement to be invalid, none of the Parties or the Acho Dene Koe First Nation will have a claim based on such a finding.

2.20.2 If any provision of the Final Agreement is found by a court of competent jurisdiction to be invalid, the Parties will make best efforts to amend or replace the provision.

2.21.0 TREATY 11

2.21.1 The historical and cultural importance of Treaty 11 is hereby recognized and there will be annual meetings to affirm this recognition and to make annual Treaty payments.

2.21.2 Those Acho Dene Koe Citizens who are beneficiaries under a Treaty at the Effective Date will continue to receive annual payments as provided for in those treaties.

2.22.0 ASSERTED CLAIMS IN BRITISH COLUMBIA AND YUKON

2.22.1 The Agreement in Principle is not intended to address the Acho Dene Koe First Nation's asserted aboriginal claims or asserted Aboriginal Rights in British Columbia and Yukon.

2.22.2 The releases in 2.12.0 do not apply to the Acho Dene Koe First Nation's asserted aboriginal claims or asserted Aboriginal Rights in British Columbia and Yukon.

2.22.3 The Government of Canada and the Acho Dene Koe First Nation will explore options with a view to identifying processes for addressing transboundary issues in respect of Acho Dene Koe First Nation asserted claims located in British Columbia and Yukon.

2.23.0 JURISDICTION OF COURTS

2.23.1 The Supreme Court of the Northwest Territories will have exclusive jurisdiction in respect of any action or proceeding respecting the interpretation or application of the Final Agreement.

2.23.2 The Supreme Court of the Northwest Territories will have exclusive jurisdiction to review, on a question of Law or jurisdiction:

a) an enrolment appeal decision under chapter 27, Eligibility and Enrolment; and

b) a decision of an arbitrator under chapter 31, Dispute Resolution.

2.23.3 The Supreme Court of the Northwest Territories will have exclusive jurisdiction for probate and administration of estates of Acho Dene Koe Citizens resident in the Northwest Territories at the time of death.

2.23.4 No Acho Dene Koe Law will be interpreted to affect the inherent jurisdiction of the Supreme Court of the Northwest Territories with respect to Children and legally incompetent individuals.

2.23.5 Unless otherwise agreed by Government and the Acho Dene Koe First Nation:

a) the Territorial Court or a justice of the peace with authority in the Northwest Territories will have jurisdiction to hear and determine proceedings for violations of Acho Dene Koe Law and to impose sanctions for such violations;

b) in relation to a civil matter arising under Acho Dene Koe Law, the Supreme Court or Territorial Court of the Northwest Territories, if it has jurisdiction to hear and determine a similar civil matter arising under Law, will have jurisdiction to hear and determine that matter arising under Acho Dene Koe Law, except where the Acho Dene Koe Law provides for it to be heard and determined other than by a court;

c) the Supreme Court of the Northwest Territories will have jurisdiction to review on a question of Law or jurisdiction a final decision of a trustee or an administrative board, commission or tribunal or other body established by the Acho Dene Koe Law or, where Acho Dene Koe Law so provides, to hear and determine an appeal of such a decision;

d) the Supreme Court of the Northwest Territories will have jurisdiction to hear and determine a challenge to the validity of a Acho Dene Koe Law or provision thereof; and

e) in relation to a matter arising under Acho Dene Koe Law other than one described in any of a) to d), the Supreme Court or Territorial Court of the Northwest Territories or a justice of the peace with authority in the Northwest Territories, if that Court or justice has jurisdiction to hear and determine a similar matter arising under Law , will have jurisdiction to hear and determine that matter arising under Acho Dene Koe Laws, except where the Acho Dene Koe Law provides for it to be heard and determined other than by a court.

2.24.0 AUTHORIZATION TO ACT

2.24.1 Notwithstanding any provision of the Final Agreement, Government may authorize any Person to act on its behalf, or may identify, or change the identification of the Minister responsible for the subject matter of a provision.

2.25.0 AMENDMENTS

2.25.1 Unless expressly provided in the Final Agreement, an amendment to the Final Agreement will require the written consent of all the Parties as follows:

- a) the Acho Dene Koe First Nation will give consent by an appropriate instrument, which will be set out in the Final Agreement;
- b) the Government of the Northwest Territories will give consent by an order of the Commissioner in Executive Council; and
- c) the Government of Canada will give consent by order of the Governor in Council.

2.25.2 Before the Parties ratify the Final Agreement, the negotiators for the Parties may agree to minor amendments to the Final Agreement.

2.26.0 DEPOSIT OF THE FINAL AGREEMENT AND AMENDMENTS

2.26.1 The Parties will deposit a copy of the Final Agreement and any amendments to the Final Agreement, including any instruments giving effect to an amendment, in the following locations:

- a) by the Government of Canada in:
  - i) the Library of Parliament;
  - ii) the library of the Department of Indian Affairs and Northern Development that is situated in the National Capital Region; and
  - iii) the regional office of the Department of Indian Affairs and Northern Development that is situated in the Northwest Territories;
- b) by the Government of the Northwest Territories in:
  - i) the Legislative Library of the Government of the Northwest Territories; and
  - ii) the office of the Registrar of Land Titles for the Northwest Territories;

c) by the Acho Dene Koe First Nation in:

   i) the main office of the Acho Dene Koe First Nation; and

d) any other locations agreed to by the Parties.

2.27.0 NOTICE

2.27.1 In this subsection, "Communication" includes a notice, document, request, approval, authorization, or consent.

2.27.2 Unless otherwise set out in the Final Agreement, a Communication between or among the Parties will be in writing and will be:

a) delivered personally or by courier;

b) transmitted by fax; or

c) mailed by prepaid registered post.

2.27.3 A Communication will be considered to have been given, made or delivered, and received:

a) if delivered personally or by courier, at the start of business on the next business day after the business day on which it was received by the addressee or a responsible representative of the addressee;

b) if transmitted by fax and the sender receives confirmation of the transmission, at the start of business on the business day next following the day on which it was transmitted; or

c) if mailed by prepaid registered post in Canada, when the postal receipt is acknowledged by the addressee.

2.27.4 In addition to the provisions of 2.27.2, the Parties may agree to give, make or deliver a Communication by email or means other than those provided in 2.27.2 on such terms as the Parties may agree upon.

2.27.5 The Parties will provide to each other addresses for the delivery of Communications under the Final Agreement and will provide notification of updated addresses as necessary.

CHAPTER 3: ACHO DENE KOE SETTLEMENT LANDS

3.1.0 GENERAL
3.2.0 OWNERSHIP OF ACHO DENE KOE SETTLEMENT LANDS
3.3.0 SURVEYS
3.4.0 REGISTRATION
3.5.0 ADMINISTRATION OF EXISTING RIGHTS AND INTERESTS
3.6.0 ROYALTIES AND NON-REFUNDABLE RENTS
3.7.0 SPECIFIED SUBSTANCES
3.8.0 CONTAMINATED SITES
3.9.0 EXCHANGE OF LANDS
3.10.0 ADDITIONS TO ACHO DENE KOE SETTLEMENT LANDS

3.1.0 GENERAL

3.1.1 The Final Agreement will set out the boundaries of Acho Dene Koe Settlement Lands which consist of approximately "6,474" square kilometres, including the mines and Minerals, upon or under such lands. [1]

3.1.2 No Person may acquire an estate or interest in Acho Dene Koe Settlement Lands by the common law doctrine of prescription.

3.2.0 OWNERSHIP OF ACHO DENE KOE SETTLEMENT LANDS

3.2.1 On the Effective Date of the Final Agreement, the Acho Dene Koe First Nation will own Acho Dene Koe Settlement Lands in fee simple, subject only to any exceptions or reservations set out in the Final Agreement.

3.2.2 On the Effective Date:

a) the Acho Dene Koe First Nation is Vested With Title to the Crown Lands described in Appendix "X" of the Final Agreement;

b) the Acho Dene Koe First Nation is Vested With Title to the Commissioners Lands as described in Appendix "X" of the Final Agreement;

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[1] The GNWT's position is that the 6474 square kilometres should be selected from within the asserted territory of the ADKFN in the NWT, BC and YT and not entirely from within the NWT.

c) the Government of Canada will transfer title to the lands described in Appendix "X" of the Final Agreement to the Acho Dene Koe First Nation; and

d) Government of the Northwest Territories will transfer title to the lands described in Appendix "X" of the Final Agreement to the Acho Dene Koe First Nation.

3.2.3 Ownership of Acho Dene Koe Settlement Lands will include:

a) the Beds of lakes, rivers and other bodies of Water wholly contained within Acho Dene Koe Settlement Lands including islands situated in such bodies of Water; and

b) the portion of Beds of bodies of Water within the boundaries of Acho Dene Koe Settlement Lands where a boundary of Acho Dene Koe Settlement Lands crosses a lake, river or other body of Water.

3.2.4 Ownership of Acho Dene Koe Settlement Lands will not include title to the Beds of any lakes, rivers or other bodies of Water or to any island in a body of Water where the body of Water is shown or described as a boundary of Acho Dene Koe Settlement Lands.

3.2.5 Fee simple interest in Acho Dene Koe Settlement Lands may only be conveyed by the Acho Dene Koe First Nation to the Government of Canada, the Government of the Northwest Territories, or an Expropriating Authority in circumstances where that authority could expropriate those lands.

3.2.6 The Acho Dene Koe First Nation may:

a) grant an interest or right to any individual for the use and occupancy of Acho Dene Koe Settlement Lands;

b) grant a right to any individual to remove natural resources, including Minerals; and

c) grant ownership to such resources upon removal.

3.2.7 The lands conveyed by the Acho Dene Koe First Nation under 3.2.5 cease to be Acho Dene Koe Settlement Lands.

3.2.8 If a conveyance under 3.2.5 results in an exchange of lands in fee simple, the land that is exchanged will include mines and Minerals and will become Acho Dene Koe Settlement Lands.

3.2.9 Acho Dene Koe Settlement Lands will not be mortgaged, charged or given as security.

3.2.10 Acho Dene Koe Settlement Lands are not subject to seizure or sale under court order, writ of execution or any other process, whether judicial or extra-judicial, save and except for the expropriation process set out in chapter 4, Expropriation.

3.2.11 3.2.9 and 3.2.10 do not apply to any leasehold interest in Acho Dene Koe Settlement Lands or to any mortgage, charge or security granted in respect of such a leasehold interest.

3.3.0 SURVEYS

3.3.1 The Government of Canada will survey the boundaries of Acho Dene Koe Settlement Lands in accordance with the instructions of the Surveyor General and the *Canada Lands Survey Act* within the time specified in the Implementation Plan referred to in chapter 30, Implementation.

3.3.2 The Government of Canada will be responsible for the cost of the survey in 3.3.1.

3.3.3 Those portions of seismic lines and other artificial features used as reference points for the boundaries of Acho Dene Koe Settlement Lands will be monumented and photographed.

3.3.4 Where the map described in Appendix "X" indicates that a part of a boundary of Acho Dene Koe Settlement Lands is defined by reference to natural features but, during the survey conducted it is found that the natural features:

a) are not well defined;

b) do not exist; or

c) are not located, in relation to other features used as reference points for the boundaries of Acho Dene Koe Settlement Lands, where the map indicates they would be, the Surveyor General will have the authority, in discussion with the Parties, to mark that part of the boundary on the ground and show it on the plan of survey in a location that reflects as closely as possible the intention of the Parties when the map was finalized.

3.3.5 Surveys under 3.3.1 relating to the boundaries of Acho Dene Koe Settlement Lands that are adjacent to the Liard Highway No. 7 will show that:

a) the boundary on one side of that highway is parallel to the boundary on the other side of the highway;

b) the two boundaries are 60 metres apart; and

c) the highway is approximately centred between the two boundaries to the extent practicable.

3.3.6 The Acho Dene Koe First Nation will be responsible for registration costs and the cost of surveys for purposes other than those set out in the Final Agreement.

3.3.7 Boundaries of Acho Dene Koe Settlement Lands that are defined by reference to natural features will change with the movement of natural features as long as these movements are gradual and imperceptible from moment to moment.

3.3.8 Where there is a dispute respecting the boundary of an existing interest that is listed in Appendix "X", or any renewal or replacement of such interest, the holder of either adjacent interest may refer the boundary dispute to the Party that granted them the interest, who may by agreement with the other Party that granted the adjacent interest, have the property surveyed. If there is still a dispute after the survey, any Party may refer the dispute for resolution under chapter 31, Dispute Resolution.

3.3.9 The plan of survey, upon registration under 3.3.8 replaces any other description of the boundary.

3.3.10 The costs of the survey conducted under 3.3.8 and the resulting registration of the plan will be borne equally among the Parties.

3.4.0 REGISTRATION

3.4.1 Government of Canada will submit for registration to the Registrar of Land Titles for the Northwest Territories, the plan of survey of the boundaries of Acho Dene Koe Settlement Lands as soon as practicable after the plan has been signed by representatives of the Parties, signifying their acceptance of it.

3.4.2 The Acho Dene Koe First Nation has a right to obtain a certificate of title to Acho Dene Koe Settlement Lands after the plan of survey has been registered, upon making a request in the form prescribed by Legislation.

3.4.3 For greater certainty, the Acho Dene Koe First Nation will not be charged a fee in respect of the initial registration by Government of Acho Dene Koe Settlement Lands nor will they be charged a fee for requesting a certificate of title after the plan of survey has been registered.

3.4.4 Upon the registration of the plan of survey, the surveyed boundaries of Acho Dene Koe Settlement Lands replace the description of the boundaries of Acho Dene Koe Settlement Lands shown on the map described in Appendix "X" of the Final Agreement.

3.5.0 ADMINISTRATION OF EXISTING RIGHTS AND INTERESTS

3.5.1 Government will continue to administer the interests listed in Appendix "X" of the Final Agreement and any renewals or replacements granted by Government under Legislation, as if the lands had not become Acho Dene Koe Settlement Lands.

3.5.2 Government will have the power to grant renewals and replacements for those interests listed in Appendix "X" of the Final Agreement under existing Legislation, as if the lands had not become Acho Dene Koe Settlement Lands. In the case of an interest that is not a mining right, this power does not extend to a renewal or replacement that would authorize an activity of a type or in a location not authorized by the interest renewed or replaced.

3.5.3 For greater certainty, any dispute resolution process in the Crown Lands Legislation continues to apply to interests listed in Appendix "X" of the Final Agreement and their renewals and replacements.

3.5.4 Subject to 3.5.6 and 23.4.0, Government may make discretionary decisions respecting an interest referred to in 3.5.1 and 3.5.2 on the basis of Government's resource management policy, including those respecting Royalties, rents and other charges.

3.5.5 Government will be under no fiduciary obligation to the Acho Dene Koe First Nation or to the Acho Dene Koe First Nation in the administration under 3.5.1 and 3.5.2 or in the decision-making under 3.5.4.

3.5.6 Government will Consult the Acho Dene Koe First Nation before amending Legislation under which any interests referred to in 3.5.1 were granted.

3.5.7 Government will notify the Acho Dene Koe First Nation before making any change in the interests referred to in 3.5.1 or 3.5.2, including a change to the Royalties, rents or other charges that apply to them.

3.5.8 Nothing will prevent the holder of an interest referred to in 3.5.1 and the Acho Dene Koe First Nation from agreeing to the termination of the interest, with or without a replacement arrangement between the holder and the Acho Dene Koe First Nation.

3.5.9 No existing interest on Acho Dene Koe Settlement Land will be affected, in whole or in part, merely by reason of such interest's omission from Appendix "X".

3.5.10 The Final Agreement will provide for a mechanism to amend Appendix "X" to include any existing interests that were omitted.

3.6.0 ROYALTIES AND NON-REFUNDABLE RENTS

3.6.1 Any Royalties or non-refunded rents received by the Government of Canada or the Government of the Northwest Territories, in respect of the period between signing of Final Agreement and the Effective Date, for an interest listed in Schedule "X", will be accounted for by Government and an equal amount paid to the Acho Dene Koe First Nation by the respective receiver authority as soon as practicable after the Effective Date.

3.6.2 Any Royalties or non-refunded rents received by the Government of Canada or the Government of the Northwest Territories in respect of the period after the Effective Date for an interest listed in Schedule "X", or for any replacement thereof will be accounted for by Government and an equal amount paid to the Acho Dene Koe Government as soon as practicable after each calendar year quarter.

3.6.3 Amounts payable by Government under 3.6.1 and 3.6.2 and amounts payable to other Aboriginal Peoples under any similar provision in another Land Claims Agreement or Land and Resource Agreement in the Mackenzie Valley will not be considered as amounts received by Government for the purpose of 23.1.3.

3.7.0 SPECIFIED SUBSTANCES

3.7.1 The holder of a mining right listed in Appendix "X" of the Final Agreement or that is a renewal or replacement granted by Government, has the right to take, use, damage or destroy Specified Substances in those lands, incidentally in the course of exercising that mining right, but will, where practicable, exercise such rights so as to minimize interference with the right of the Acho Dene Koe First Nation to work Specified Substances.

3.7.2 No compensation will be paid to the Acho Dene Koe First Nation in respect of any Specified Substances taken, used, damaged or destroyed by the holder of a mining right in the course of exercising the mining right.

3.7.3 Specified Substances taken, used, damaged or destroyed will be the property of the holder of the mining right.

3.7.4 Specified Substances remaining on the land when the mining right terminates will become the property of the Acho Dene Koe First Nation.

3.8.0 CONTAMINATED SITES

3.8.1 The Final Agreement will provide that where Government undertakes any program respecting the Remediation of Contaminated Sites on Crown Lands in the Acho Dene Koe Settlement Area, the program will apply to Contaminated Sites on Acho Dene Koe Settlement Lands that are identified prior to the Effective Date and listed in Appendix "X".

3.8.2 The Parties may agree that a Contaminated Site that is identified after the Effective Date will be included in Appendix "X".

3.8.3 Any dispute concerning whether a Contaminated Site should have been listed in Appendix "X", may be referred for resolution in accordance with chapter 31, Dispute Resolution.

3.8.4 The standard for Remediation of Contaminated Sites under this chapter will be the standard set by the Government of Canada from time to time under its programs for Remediation of Contaminated Sites in the Northwest Territories.

3.8.5 Government will be responsible for the costs associated with any Remediation under 3.8.1.

3.8.6 The Acho Dene Koe First Nation will be solely responsible for the Remediation of Contaminated Sites which becomes contaminated on Acho Dene Koe Settlement Lands following the Effective Date.

3.8.7 The Government of Canada may, in its sole discretion, and at no cost to the Acho Dene Koe First Nation, add a Contaminated Site that was excluded from land selection to the Acho Dene Koe Settlement Lands after the Remediation of the Contaminated Site and the termination of any applicable rights or interests.

3.8.8 There will be no compensation payable for damage caused to Acho Dene Koe Settlement Lands as a result of the Remediation of a Contaminated Site.

3.8.9 Nothing in the Final Agreement will prevent or limit Government from pursuing any remedies that may exist at Law against the Person liable for the contamination.

3.8.10 Government will not be liable for any loss or damage to an Acho Dene Koe Citizen or to the Acho Dene Koe First Nation from a Contaminated Site on Acho Dene Koe Settlement Lands whether or not the Contaminated Site is known on the Effective Date or identified in Appendix "X".

3.9.0 EXCHANGE OF LANDS

3.9.1 After the Effective Date of the Final Agreement, Government may enter into agreements with the Acho Dene Koe First Nation for the exchange of parcels of Acho Dene Koe Settlement Lands and Crown Lands or Commissioner's Lands. An agreement between the Government and the Acho Dene Koe First Nation may specify the date on which a parcel of land will cease to be Acho Dene Koe Settlement Lands and the date on which replacement Crown Lands or Commissioner's Lands will become Acho Dene Koe Settlement Lands.

3.10.0 ADDITIONS TO ACHO DENE KOE SETTLEMENT LANDS

3.10.1 Land acquired by the Acho Dene Koe First Nation within the Acho Dene Koe Settlement Area will not become Acho Dene Koe Settlement Lands, unless otherwise agreed to by the Parties in writing.

3.10.2 Prior to the Final Agreement, the Parties will set out the criteria to be considered when determining whether additional land acquired by the Acho Dene Koe First Nation within the Acho Dene Koe Settlement Area should be deemed Acho Dene Koe Settlement Lands in accordance with 3.10.1.

CHAPTER 4: EXPROPRIATION

4.1.0 GENERAL PRINCIPLES
4.2.0 EXPROPRIATION BY THE GOVERNMENT OF CANADA
4.3.0 EXPROPRIATION BY THE GOVERNMENT OF THE NORTHWEST TERRITORIES
4.4.0 STATUS AS ACHO DENE KOE SETTLEMENT LANDS
4.5.0 PUBLIC ROADS
4.6.0 LINEAR PROJECTS
4.7.0 EMERGENCIES

4.1.0 GENERAL PRINCIPLES

4.1.1 The Government of Canada and the Government of the Northwest Territories acknowledge:

a) the interest of the Acho Dene Koe First Nation in maintaining the quantum and integrity of Acho Dene Koe Settlement Lands;

b) that as a general principle they will attempt to acquire lands for public purposes through agreement with the Acho Dene Koe First Nation;

c) that expropriation of Acho Dene Koe Settlement Lands will be avoided as a general principle, but if expropriation is necessary, the minimum interest required will be taken.

4.1.2 Acho Dene Koe Settlement Lands may only be expropriated in accordance with Legislation and the provisions of this chapter.

4.1.3 For greater certainty, where federal Legislation deems an expropriation to be for a public purpose, the expropriation of Acho Dene Koe Settlement Lands will be deemed to be for a public purpose under the Final Agreement.

4.2.0 EXPROPRIATION BY THE GOVERNMENT OF CANADA

4.2.1 Interests in Acho Dene Koe Settlement Lands may be expropriated for public purposes by the Government of Canada under the following conditions:

a) the Expropriating Authority has made reasonable efforts to reach agreement with the Acho Dene Koe First Nation for the purchase or exchange of the lands;

b) the Governor in Council consents to the expropriation; and

c) compensation is provided to the Acho Dene Koe First Nation either through an exchange of land or as cash compensation, or a combination of both land and cash, as agreed to by the Government of Canada and the Acho Dene Koe First Nation.

4.2.2 Where an Expropriating Authority expropriates Acho Dene Koe Settlement Lands and replacement land is acceptable to the Acho Dene Koe First Nation, the Expropriating Authority will offer as partial or full compensation the accepted replacement land in the Acho Dene Koe Settlement Area. This replacement land will become Acho Dene Koe Settlement Lands.

4.2.3 Replacement land must be Crown Lands or Commissioner's Land or other land available within the Acho Dene Koe Settlement Area.

4.2.4 For the purpose of 4.2.2, land is not available to be provided as replacement land if it is:

a) subject to a lease or an agreement for sale unless the Expropriating Authority and the Person holding that interest consent;

b) occupied or used by the Expropriating Authority or required for such future occupation or use;

c) part of a public road;

d) within 31 metres of a boundary of the Acho Dene Koe Settlement Area; or

e) for any other reason considered unavailable by an arbitrator under chapter 31, Dispute Resolution.

4.2.5 Where an Expropriating Authority expropriates Acho Dene Koe Settlement Lands and replacement land is not available or is unacceptable to the Acho Dene Koe First Nation, the Expropriating Authority will offer financial compensation in accordance with the Final Agreement and federal Legislation.

4.2.6 In determining the value of Acho Dene Koe Settlement Lands for the purpose of compensation or the value of replacement lands, the value of both for the purpose of Harvesting of Wildlife, Migratory Birds and Fish and the cultural or other special value to the Acho Dene Koe First Nation will be taken into account.

4.2.7 Other than the values set out in 4.2.6, there will be no increase in the total value of compensation on account of any Aboriginal Rights, title or interest.

4.2.8 In the event the Acho Dene Koe First Nation and the Expropriating Authority do not agree on the amount of compensation for Acho Dene Koe Settlement Lands, the matter will be referred for resolution in accordance with chapter 31, Dispute Resolution.

4.2.9 Where Acho Dene Koe Settlement Lands which have been expropriated are, in the opinion of the Expropriating Authority, no longer required by the Government of Canada:

a) the Acho Dene Koe First Nation may reacquire those lands at a price to be established by the Expropriating Authority;

b) the Expropriating Authority may not dispose of those lands for a price less than the price offered to the Acho Dene Koe First Nation; and

c) the Acho Dene Koe First Nation will have a right of first refusal in respect of those lands at the price set by the Expropriating Authority.

4.2.10 Land reacquired by the Acho Dene Koe First Nation under 4.2.9 will, if the Parties agree, become Acho Dene Koe Settlement Lands.

4.3.0 EXPROPRIATION BY THE GOVERNMENT OF THE NORTHWEST TERRITORIES

4.3.1 Interests in Acho Dene Koe Settlement Lands may be expropriated for public purposes by the Government of the Northwest Territories under the following conditions:

a) the Expropriating Authority has made reasonable efforts to reach agreement with the Acho Dene Koe First Nation for purchase of the lands;

b) the Executive Council of the Government of the Northwest Territories consents to the expropriation; and

c) compensation is provided to the Acho Dene Koe First Nation either through an exchange of land or as cash compensation, or a combination of both land and cash, as agreed to by the Acho Dene Koe First Nation and the Government of the Northwest Territories.

4.3.2 Where an Expropriating Authority expropriates Acho Dene Koe Settlement Lands and replacement land is acceptable to the Acho Dene Koe First Nation, the Expropriating Authority will acquire and offer as partial or full compensation for the expropriation of Acho Dene Koe Settlement Lands, replacement land in the Acho Dene Koe Settlement Area. This replacement land will become Acho Dene Koe Settlement Lands.

4.3.3 Replacement land must be either Commissioner's Land or other land available within the Acho Dene Koe Settlement Area.

4.3.4 For the purpose of 4.3.2, land is not available to be provided as replacement land if it is:

a) subject to a lease or an agreement for sale unless the Expropriating Authority and the person holding that interest consent;

b) occupied or used by the Expropriating Authority or required for such future occupation or use;

c) part of a public road;

d) within 31 metres of a boundary of the Acho Dene Koe Settlement Area; or

e) for any other reason considered unavailable by an arbitrator under chapter 31, Dispute Resolution.

4.3.5 Where an Expropriating Authority expropriates Acho Dene Koe Settlement Lands and replacement land is not available or is unacceptable to the Acho Dene Koe First Nation, the Expropriating Authority will offer financial compensation in accordance with the Final Agreement and territorial Legislation.

4.3.6 In determining the value of Acho Dene Koe Settlement Lands for the purpose of compensation or the value of replacement land, the value of both for the purpose of Harvesting of Wildlife, Migratory Birds and Fish and the cultural or other special value to Acho Dene Koe First Nation will be taken into account.

4.3.7 There will be no increase in the total value of compensation on account of any Aboriginal Rights, title or interest other than the values set out in 4.3.6.

4.3.8 In the event the Acho Dene Koe First Nation and the Expropriating Authority do not agree on the amount of compensation for Acho Dene Koe Settlement Lands, the matter will be referred for resolution in accordance with chapter 31, Dispute Resolution.

4.3.9 Where Acho Dene Koe Settlement Lands which have been expropriated are, in the opinion of the Expropriating Authority, no longer required by the Government of the Northwest Territories:

a) the Acho Dene Koe First Nation may reacquire those lands at a price to be established by the Expropriating Authority;

b) the Expropriating Authority may not dispose of those lands for a price less than the price offered to the Acho Dene Koe First Nation; and

c) the Acho Dene Koe First Nation will have a right of first refusal in respect of those lands at the price set by the Expropriating Authority.

4.3.10 Land reacquired by the Acho Dene Koe First Nation under 4.3.9 will, if the Parties agree, become Acho Dene Koe Settlement Lands.

4.4.0 STATUS AS ACHO DENE KOE SETTLEMENT LANDS

4.4.1 Where Government expropriates a fee simple interest in Acho Dene Koe Settlement Lands, those lands will no longer have the status of Acho Dene Koe Settlement Lands.

4.4.2 Where Government expropriates less than a fee simple interest in Acho Dene Koe Settlement Land:

a) those lands will retain the status of Acho Dene Koe Settlement Lands;

b) those lands remain subject to Acho Dene Koe Law, except to the extent those laws are inconsistent with the use of the lands for which the expropriation took place; and

c) the Acho Dene Koe First Nation or any person authorized by the Acho Dene Koe First Nation may continue to use the lands unless that use is inconsistent with the use of the lands for which the expropriation took place as determined by the Expropriating Authority.

4.5.0 PUBLIC ROADS

4.5.1 Government may expropriate Acho Dene Koe Settlement Lands for the purpose of a public road.

4.5.2 Any dispute between an Expropriating Authority and the Acho Dene Koe First Nation as to the location of a public road for which Acho Dene Koe Settlement Lands are to be expropriated and, if applicable, compensation for the expropriation is paid, may be referred by a Party for resolution in accordance with chapter 31, Dispute Resolution.

4.6.0 LINEAR PROJECTS

4.6.1 Prior to the Final Agreement, the Parties will discuss provisions for access to Acho Dene Koe Settlement Lands for the purpose of planning, constructing, operating and maintaining Linear Projects.

4.7.0 EMERGENCIES

4.7.1 Nothing in the Agreement will affect or limit the application to Acho Dene Koe Settlement Lands of the *Emergency Management Act* (Canada), the *Emergencies Act* (Canada) or *Civil Emergency Measures Act* (NWT).

CHAPTER 5: ACHO DENE KOE COMMUNITY LANDS

5.1.0 **TRANSFER OF ACHO DENE KOE COMMUNITY LANDS**
5.2.0 **NATURE OF TITLE**
5.3.0 **ALIENABILITY OF ACHO DENE KOE COMMUNITY LANDS**
5.4.0 **APPLICATION OF LEGISLATION AND COMMUNITY BYLAWS**
5.5.0 **SURVEYS**
5.6.0 **ISSUANCE OF CERTIFICATES OF TITLE**
5.7.0 **LAND ACQUIRED AFTER THE EFFECTIVE DATE IN FORT LIARD**
5.8.0 **CHANGES TO THE BOUNDARY OF THE HAMLET OF FORT LIARD**
5.9.0 **NEW LOCAL GOVERNMENTS**
5.10.0 **CONTAMINATED SITES**
5.110 **CHANGE IN THE MUNICIPAL STATUS OF THE HAMLET OF FORT LIARD**
5.12.0 **PROPERTY TAX ASSISTANCE**

5.1.0 TRANSFER OF ACHO DENE KOE COMMUNITY LANDS

5.1.1 On the Effective Date, title to the lands described in Schedule "X" will vest in the Acho Dene Koe First Nation.

5.1.2 As soon as practicable after the Effective Date:

a) the Government of Canada will transfer title to the lands described in Schedule "X"; and

b) the Government of the Northwest Territories will transfer title to the lands described in Schedule "X",

to the Acho Dene Koe First Nation.

5.2.0 NATURE OF TITLE

5.2.1 Acho Dene Koe Community Lands will be owned in fee simple, excepting mines and minerals by an Acho Dene Koe First Nation.

5.3.0 ALIENABILITY OF ACHO DENE KOE COMMUNITY LAND

5.3.1 Acho Dene Koe Community Lands may be sold, mortgaged or pledged for security by the Acho Dene Koe Institution holding title.

5.3.2 Acho Dene Koe Community Lands which has been mortgaged or pledged for security may be seized or sold under court order, writ of execution or any other judicial or extra-judicial process.

5.4.0 APPLICATION OF LEGISLATION AND COMMUNITY BYLAWS

5.4.1 Acho Dene Koe Community Lands is subject to the application of:

a) Law; and

b) the bylaws of the Hamlet of Fort Liard.

5.5.0 SURVEYS

5.5.1 The Government of Canada will, at its expense, survey the boundaries of all Acho Dene Koe Community Lands in accordance with a schedule to be established in the Implementation Plan except where there is already a plan of survey acceptable to the Surveyor General.

5.5.2 Unless otherwise required by Law or agreed by the Government of Canada at the time, the Government of Canada will not be responsible for the costs of any subsequent surveys of Acho Dene Koe Community Lands.

5.5.3 Surveys referred to in 5.5.1 and 5.5.2 will be conducted in accordance with the *Canada Lands Surveys Act* and the instructions of the Surveyor General of Canada. The completed surveys will be deposited in the Canada Lands Survey Records.

5.6.0 ISSUANCE OF CERTIFICATES OF TITLE

5.6.1 A copy of the plans of survey, agreed to by the Parties, will be submitted by the Government of Canada to the Registrar of Land Titles for the Northwest Territories, along with other necessary documentation so that certificates of title may be issued.

5.6.2 There will be no fee or costs charged by Government for the first time issuance of certificates of title to an Acho Dene Koe Institution pursuant to 5.6.1.

5.7.0 LAND ACQUIRED AFTER THE EFFECTIVE DATE IN FORT LIARD

5.7.1 Land acquired after the Effective Date by an Acho Dene Koe Institution within the Hamlet of Fort Liard will not be considered Acho Dene Koe Community Lands, unless the Parties agree otherwise in writing.

5.8.0 CHANGES TO THE BOUNDARY OF THE HAMLET OF FORT LIARD

5.8.1 Prior to approving a change to the boundary of the Hamlet of Fort Liard, the Minister will Consult the Acho Dene Koe First Nation.

5.8.2 Should there be a proposal to change to the boundary of the Hamlet of Fort Liard and such a change would have the effect of including Acho Dene Koe Settlement Lands within the new boundary, the Parties will attempt to negotiate an agreement concerning the change of status of the affected Acho Dene Koe Settlement Lands. If the Parties are unable to reach an agreement, the matter will be referred to the Dispute Resolution chapter.

5.8.3 Once a new boundary of the Hamlet of Fort Liard is established, the Acho Dene Koe Settlement Lands within the boundary will have the status of Acho Dene Koe Community Lands.

5.9.0 NEW LOCAL GOVERNMENTS

5.9.1 Where a new local government is proposed which would include Acho Dene Koe Settlement Lands, the designation and establishment of such local governments will be by way of negotiation and agreement between the Government of the Northwest Territories and the Acho Dene Koe First Nation.

5.10.0 CONTAMINATED SITES

5.10.1 Government will apply any program it has for the Remediation of Contaminated Sites on Crown Land within the Acho Dene Koe Settlement Area to the Remediation of Contaminated Sites on Acho Dene Koe

Community Land identified in Schedule "X" on the same basis as it applies the program to Crown Land.

5.10.2 After the Effective Date, the Parties may agree in writing that a Contaminated Site on Acho Dene Koe Community Land not identified in Schedule "X" existed prior to the Effective Date and, if an agreement is reached, Schedule "X" will be deemed amended to include the Contaminated Site. If the Parties do not reach an agreement within 90 days, any Party may refer the dispute for resolution in accordance with chapter 31, Dispute Resolution. If an arbitrator confirms the Contaminated Site existed prior to the Effective Date, Schedule "X" will be deemed amended to include the Contaminated Site.

5.10.3 Government will be responsible for the costs associated with any Remediation of a Contaminated Site on Acho Dene Koe Community Land pursuant to 5.10.1. For greater certainty, nothing in the Final Agreement will prevent or limit Government from pursuing any remedies that may exist at Law against the person liable for the contamination.

5.10.4 Prior to conducting the Remediation of a Contaminated Site identified in Schedule "X", Government will Consult the Acho Dene Koe First Nation regarding the Remediation plan.

5.10.5 Government will not be liable for:

a) any loss to a Acho Dene Koe Citizen or an Acho Dene Koe Institution resulting from any Contaminated Site on Acho Dene Koe Community Land; and

b) any damage which may be caused to Acho Dene Koe Community Land as a result of the Remediation of a Contaminated Site identified in Schedule "X".

5.11.0 CHANGE IN THE MUNICIPAL STATUS OF THE HAMLET OF FORT LIARD

5.11.1 The Government of the Northwest Territories will notify the Acho Dene Koe First Nation prior to approving any application to change the municipal status of the Hamlet of Fort Liard.

5.12.0 PROPERTY TAX ASSISTANCE

5.12.1 To assist in the post settlement transition, the Government of Canada agrees to pay to local governments any real property taxes levied for 15 years from the date of Settlement Legislation in respect of Acho Dene Koe Community Lands which, prior to the Effective Date of the Final Agreement, were lands noted within the lands records of the Department of Indian Affairs and Northern Development as reserved in the name of the Indian Affairs Branch for Indian housing.

5.12.2 During the 15-year period in 5.12.1, the Government of Canada will have the same rights in respect of any assessment of taxes as a property owner.

5.11.3 Schedule "X" is a complete list of the lands referred to in 5.12.1.

CHAPTER 6: NATIONAL PARKS

6.1.0 **GENERAL**
6.2.0 **NATIONAL PARK IMPACT AND BENEFIT PLAN**
6.3.0 **NATIONAL PARK ADVISORY MANAGEMENT COMMITTEE**
6.4.0 **PARK MANAGEMENT PLAN**
6.5.0 **WILDLIFE, FISH AND MIGRATORY BIRDS**
6.6.0 **PLANTS AND TREES**
6.7.0 **EMPLOYMENT PROVISIONS**

6.8.0 **EMERGENCIES**

6.1.0 GENERAL

6.1.1 The traditional and current use of lands within a National Park by the Acho Dene Koe First Nation will be recognized in policies and public information programs and materials.

6.1.2 Park management plans for National Parks will take into consideration a site of archaeological, historical or cultural significance that is directly associated with the Acho Dene Koe First Nation including an Acho Dene Koe Burial Site.

6.1.3 Mining exploration and development will not be permitted in a National Park.

6.1.4 Except as otherwise provided in the Final Agreement, a National Park will be planned, established and managed in accordance with the *Canada National Parks Act* and other Legislation, Parks Canada Guiding Principles and Operational Policies or any park management plan in effect.

6.1.5 The boundaries of a National Park wholly or partly in the Acho Dene Koe Settlement Area will not be enlarged or reduced within the Acho Dene Koe Settlement Area except after Consultation with the Acho Dene Koe First Nation.

6.1.6 Management of Wildlife, Fish and Migratory Birds within a National Park will be compatible with management of Wildlife, Fish and Migratory Birds in the Acho Dene Koe Settlement Area to the extent practicable, and will be consistent with National Park objectives and policies.

6.1.7 The Minister and any National Park Advisory Management Committee ("Committee") will have formal discussions with Government or the Acho Dene Koe First Nation with any established Wildlife and Fish Management Authority when exercising its powers:

a) in relation to Wildlife and Fish that may migrate between a National Park and another part of the Acho Dene Koe Settlement Area; or

b) in relation to any other matter in a National Park which may affect Wildlife, Fish and Migratory Bird Habitat in a part of the Acho Dene Koe Settlement Area outside the National Park.

6.2.0 NATIONAL PARK IMPACT AND BENEFIT PLAN

6.2.1 Prior to establishment of a National Park primarily within the Acho Dene Koe Settlement Area, a National Park impact and benefit plan for the proposed park will be prepared and approved.

6.2.2 The Acho Dene Koe First Nation and officials designated by the Minister will attempt to jointly prepare a National Park impact and benefit plan. If a plan is agreed upon, it will be submitted to the Minister for consideration and approval. If agreement on a plan is not reached within 2 years of commencing discussions, or longer by agreement of the parties, each party may submit its own plan for the Minister's consideration and approval. The Minister may approve one of the plans submitted by a party or may create a plan consisting of parts of each. The Minister will give written reasons for a decision. Parks Canada and the Acho Dene Koe First Nation will implement a plan if and when approved.

6.2.3 A National Park impact and benefit plan will:

a) be consistent with the other provisions of the Final Agreement;

b) address the impact of the establishment and development of the National Park on the Acho Dene First Nation and Acho Dene Koe Citizens;

c) include the undertaking by Parks Canada to establish the National Park; and

d) describe available training opportunities to assist Acho Dene Koe Citizens to qualify for employment in the National Park.

6.2.4 The National Park impact and benefit plan may include provisions relating to:

a) a "Committee";

b) the continued use by the Acho Dene Koe First Nation and Acho Dene Koe Citizens of Camps, cabins and traditional travel routes to exercise the Harvesting rights as set out in the Final Agreement;

c) economic and employment opportunities for Acho Dene Koe Citizens and measures which will be adopted to assist Acho Dene Koe Citizens to take advantage of such opportunities;

d) mitigation of adverse impacts on the Acho Dene Koe First Nation rights set out in the Final Agreement;

e) routes and locations for public access to the National Park; and

f) other impacts and benefits of concern to Parks Canada or the Acho Dene Koe First Nation, Acho Dene Koe Institutions and Acho Dene Koe Citizens.

6.2.5 A National Park impact and benefit plan will contain provisions providing for a review of the plan not less than once every 10 years after the establishment of the National Park to determine whether obligations have been met.

6.3.0 NATIONAL PARK ADVISORY MANAGEMENT COMMITTEE

6.3.1 For any National Park in the Acho Dene Koe Settlement Area, a Committee will be established for the purpose of cooperative management of the National Park.

6.3.2 The Final Agreement will provide that the Committee will include an appointee of the Acho Dene Koe First Nation.

6.3.3 One of Parks Canada's appointees to the Committee will be the park superintendent, or a designate of the superintendent.

6.3.4 The Committee may include appointees from aboriginal groups whose asserted areas include lands in any National Park in the Acho Dene Koe Settlement Area.

6.3.5 The Committee will advise the responsible Minister, the Acho Dene Koe First Nation, and other governments as appropriate, on management and operational issues within their areas of jurisdiction.

6.4.0 PARK MANAGEMENT PLANS

6.4.1 Within five years of the establishment of a National Park, Parks Canada will have formal discussions with the Committee and prepare a park management plan. This plan will describe the policies and procedures to manage and protect the National Park and its resources.

6.4.2 A park management plan comes into effect upon approval by the Minister. Before approving such a plan, the Minister will inform the Committee in writing of reasons for rejection or variance of any proposal of the Committee and afford the Committee an opportunity to further consider the matter.

6.4.3 A park management plan will be reviewed from time to time and not less than every five years after it is approved and will be revised as required.

6.5.0 WILDLIFE, FISH AND MIGRATORY BIRDS

6.5.1 A National Park will be managed in a manner which provides for the Harvesting of Wildlife, Fish and Migratory Birds by the Acho Dene Koe First Nation. Such Harvesting will be informed by and consistent with:

a) the other provisions of the Final Agreement;

b) the park management plan;

c) Conservation, public health and public safety; and

d) the use and enjoyment of the National Park by other members of the public.

6.5.2 Fish, Migratory Birds and Wildlife other than Furbearers Harvested by an Acho Dene Koe Citizen in a National Park, including any products thereof, will be for:

a) that Acho Dene Koe Citizen's own Domestic Purposes or for the Domestic Purposes of that Acho Dene Koe Citizen's family; or

b) Trade or gift to:

  i) other Acho Dene Koe Citizens; or

  ii) members of other aboriginal groups in the Acho Dene Koe First Nation traditional trading area shown on a map attached as Appendix "X",

for Domestic Purposes.

6.5.3 The Acho Dene Koe First Nation has the non-exclusive right to Harvest Furbearers in any National Park within the Acho Dene Koe Settlement Area.

6.5.4 Notwithstanding 6.5.2, the sale of hand-made crafts or artistic objects manufactured by Acho Dene Koe Citizens in the Acho Dene Koe Settlement Area from non-Edible Parts of Wildlife, Fish and Migratory Birds taken incidental to the Harvest pursuant to 6.5.2 will be permitted.

6.5.5 The Harvesting of Wildlife, Fish and Migratory Birds by Acho Dene Koe First Nation in a National Park, including their right to Trade or gift, may be restricted for reasons related to the management of the National Park. No such restrictions may be established except:

a) where there are provisions for restrictions in the park management plan; and

b) after Consultation with the Acho Dene Koe First Nation.

6.5.6 Cabins and Camps that existed within the National Park prior to the establishment of the National Park do not require permits.

6.5.7 Permits may be required for the location of cabins and Camps incidental to Acho Dene Koe First Nation Harvesting rights. These cabins and Camps will conform to park management plans. Approved permits will be issued by the National Park superintendent after discussion with the Committee, without charge.

6.5.8 Notwithstanding 6.5.6, any cabin or Camp that, after the Effective Date, is enlarged by more than 50% of its original area, or improved by more than

50% of its original value, will require a new permit, regardless of whether it was previously under permit or not.

6.5.9 Harvesting of Wildlife, Fish and Migratory Birds by individuals who are not Acho Dene Koe First Nation Citizens will be permitted in any National Park in the Acho Dene Koe Settlement Area only as provided for by Legislation or by an agreement between Parks Canada and an aboriginal group which provides for its right to Harvest in the National Park.

6.5.10 Nothing in the Final Agreement will be construed to:

a) recognize a right to Harvest Wildlife, Fish and Migratory Birds for commercial purposes or sale, with the exception of Furbearers;

b) confer rights of ownership in Wildlife, Fish and Migratory Birds; or

c) guarantee the supply of Wildlife, Fish and Migratory Birds.

6.6.0 PLANTS AND TREES

6.6.1 The Final Agreement will set out the rights, and limitations related to the Harvesting of Plants and Trees by the Acho Dene Koe First Nation in a National Park located wholly or partly within the Acho Dene Koe Settlement Area.

6.7.0 EMPLOYMENT PROVISIONS

6.7.1 Pursuant to Legislation, employment policies and the availability of both funding and positions, Acho Dene Koe Citizens will be provided employment and training opportunities within Parks Canada in National Parks in the Acho Dene Koe Settlement Area.

6.7.2 With respect to the selection of employees for positions with Parks Canada in the Acho Dene Koe Settlement Area, pursuant to the applicable Legislation, selection boards may be established that include a representative of the Acho Dene Koe First Nation to consider the required qualifications for the positions, assess the qualifications of the candidates and make recommendations to the designated officer of Parks Canada. This will not preclude selection of candidates from national and regional competitions.

6.7.3 Parks Canada agrees to provide for Acho Dene Koe First Nation input in developing statements of qualifications for the selection of employees for positions with the Parks Canada Agency in the Acho Dene Koe Settlement Area. These qualifications will recognise the importance of an ability to work effectively in support of the objectives of the Final Agreement, and, where appropriate, will require knowledge and understanding of aboriginal culture.

6.8.0 EMERGENCIES

6.8.1 Nothing in the Final Agreement will prevent an Acho Dene Koe Citizen from killing Wildlife, Fish or Migratory Birds in a National Park for survival in an emergency or to defend or protect individuals or property.

CHAPTER 7: PROTECTED AREAS

7.1.0 GENERAL
7.2.0 CONSULTATION PRIOR TO ESTABLISHMENT OR BOUNDARY CHANGE
7.3.0 TERRITORIAL PARK MANAGEMENT PLAN
7.4.0 MANAGEMENT PLANS
7.5.0 HARVESTING RIGHTS
7.6.0 PROTECTED AREA AGREEMENT
7.7.0 EMERGENCIES
7.8.0 ECONOMIC AND EMPLOYMENT PROVISIONS

7.1.0 GENERAL

7.1.1 Except as otherwise provided in the Final Agreement, Protected Areas will be managed in accordance with Legislation and Government policies respecting the protection of resources in Protected Areas.

7.2.0 CONSULTATION PRIOR TO ESTABLISHMENT OR BOUNDARY CHANGE

7.2.1 Government will Consult the Acho Dene Koe First Nation prior to the establishment of any Protected Area, or prior to changes to the boundaries of an established Protected Area.

7.3.0 TERRITORIAL PARK MANAGEMENT PLAN

7.3.1 The Acho Dene Koe First Nation will be Consulted during the preparation of any Territorial Park management plan affecting the Acho Dene Koe Settlement Area.

7.3.2 A Territorial Park management plan comes into effect upon approval by the Minister.

7.4.0 MANAGEMENT PLANS

7.4.1 Government may develop management plans describing the policies which will guide the Conservation and management of the Protected Area and its resources. The Acho Dene Koe First Nation will be Consulted in the preparation of any such plan. A Protected Area management plan comes into effect upon approval by the Minister.

7.5.0 HARVESTING RIGHTS

7.5.1 Subject to 7.5.3, the Harvesting of Wildlife, Fish, Migratory Birds, Plants and Trees in a Protected Area by the Acho Dene Koe First Nation, including the right to Trade or gift, may be restricted for reasons related to the Conservation and management of the Protected Area.

7.5.2 Subject to 7.7.1, no such restrictions may be established after the Effective Date except through:

a) a Protected Area agreement; or

b) a management plan; or

c) by determination of the Minister under 7.6.2.

7.5.3 Any restrictions on Harvesting by the Acho Dene Koe First Nation in a Protected Area will be no more restrictive than restrictions on Harvesting by other individuals in the Protected Area.

7.5.4 Nothing in 7.5.0 prevents any Acho Dene Koe Citizen from Harvesting Wildlife, Fish, Migratory Birds, Plants or Trees in a Protected Area for survival, in an emergency.

7.6.0 PROTECTED AREA AGREEMENT

7.6.1 A Protected Area agreement may be negotiated between the Acho Dene Koe First Nation and Government and may include provisions relating to:

a) protection of Acho Dene Koe Heritage Resources;

b) mitigation of potential negative impacts arising from the establishment of the Protected Area on affected Acho Dene Koe Citizens;

c) participation of the Acho Dene Koe First Nation in management committees or other similar structures relating to the development and administration of the Protected Area;

d) any management guidelines or management plan;

e) the continued use by the Acho Dene Koe First Nation of Camps, cabins and traditional travel routes to exercise the Harvesting rights of the Acho Dene Koe First Nation in the Protected Area;

f) restrictions on the Harvesting of Wildlife, Fish, Migratory Birds, Plants and Trees by the Acho Dene Koe First Nation, including the right to Trade or gift;

g) its periodic review; and

h) other matters of concern to affected Acho Dene Koe Citizens, the Acho Dene Koe First Nation and any Acho Dene Koe Institutions or Government related to the operation or management of Protected Areas.

7.6.2 In the event that an agreement on the restriction of Harvesting by the Acho Dene Koe First Nation under 7.6.1 f) is not concluded within two years of the commencement of negotiations:

a) if a regional renewable resources board has been established, Government or the Acho Dene Koe First Nation may submit a proposal respecting such restrictions to the regional renewable resources board; or

b) if a regional renewable resources board has not been established, the Acho Dene Koe First Nation may submit a proposal respecting such restrictions to the Minister for consideration and determination. The Minister will give written reasons supporting a determination.

7.7.0 EMERGENCIES

7.7.1 In the event of an emergency for reasons of Conservation, public health and public safety Government may, without prior Consultation:

a) establish a Protected Area or change the boundaries of such an area; or

b) restrict Harvesting of Wildlife, Fish, Migratory Birds, Plants or Trees by the Acho Dene Koe First Nation in such an area without a Protected Area agreement, but will provide reasons for the decision to the Acho Dene Koe First Nation as soon as practicable. Government will Consult the Acho Dene Koe First Nation with respect to any ongoing terms and conditions.

7.8.0 ECONOMIC AND EMPLOYMENT PROVISIONS

7.8.1 Government will identify employment opportunities in respect of the management of Protected Areas and will, if there are any such opportunities, provide appropriate training for Acho Dene Koe Citizens to assist them to qualify for such positions.

7.8.2 The nature and extent of these employment and training opportunities will:

a) be set out in a written agreement between Government and the Acho Dene Koe First Nation for any Protected Area established after the Effective Date; or

b) be confirmed by the Minister under 7.8.3, for any Protected Area established after the Effective Date.

7.8.3 If Government and the Acho Dene Koe First Nation fail to reach an agreement referred to in 7.8.2 b) within 18 months of the identification by Government of employment opportunities, the Acho Dene Koe First Nation may submit its proposal for the nature and extent of the employment and training opportunities to the Minister. The Minister will accept or vary the proposal, giving written reasons to the Acho Dene Koe First Nation for any variance, and will implement the resulting arrangements.

7.8.4 In the event that manipulation of Wildlife or Fish populations by means of a controlled Harvest is required in a Protected Area, Acho Dene Koe Citizens will be given consideration to conduct or to participate in the Harvest under the supervision of designated officials.

CHAPTER 8: ACCESS TO ACHO DENE KOE SETTLEMENT LANDS

PART I	GENERAL
PART II	PUBLIC ACCESS
PART III	ACCESS BY HOLDERS OF EXISTING INTERESTS
PART IV	COMMERCIAL ACCESS
PART V	GOVERNMENT ACCESS
PART VI	ACCESS TO CONSTRUCTION MATERIAL
PART VII	ACCESS TO CONTAMINATED SITES
PART VIII	WINTER ROAD ACCESS

PART I - GENERAL

8.1.1 **"Acho Dene Koe Settlement Lands"** means, for the purposes of this chapter, Acho Dene Koe Settlement Lands and Waters overlying such land.

8.1.2 **"Winter Road"** means a road on a frozen body of Water or Water course or a road that can be used for only a portion of the year and that is established and maintained as a seasonal road under Legislation.

8.1.2 Where a Person has a right under more than one provision in this chapter, that Person may have access pursuant to the least restrictive provision.

8.1.3 Nothing in the Final Agreement affects the public right of navigation.

8.1.4 Any Person may access Acho Dene Koe Settlement Lands without prior notice in an emergency.

8.1.5 Prior to the Final Agreement, the Parties will develop a process to establish the additional conditions contemplated by 8.4.0, 8.9.0, 8.12.0 and 8.19.0. Such conditions are intended to apply generally to all Persons exercising a right to any particular type of access and generally to all parcels of Acho Dene Koe Settlement Lands having similar uses. The process and any resulting conditions may be set out in an agreement separate from the Final Agreement.

PART II - PUBLIC ACCESS

8.2.0 GENERAL

8.2.1 Any member of the public has a right to enter, cross or stay temporarily on Acho Dene Koe Settlement Lands subject to:

a) conditions and restrictions set out in 8.3.0;

b) additional conditions which may be made in accordance with 8.4.0;

c) conditions which result from a resolution or determination under chapter 31, Dispute Resolution; and

d) Law.

8.2.2 Any member of the public exercising access to Acho Dene Koe Settlement Lands under 8.2.1 may:

a) Harvest Wildlife, subject to the exclusive right of the Acho Dene Koe First Nation to Harvest Furbearers set out in 12.4.1, and Fish and Migratory Birds; and

b) employ any mode of transport.

8.2.3 There is no fee, charge, rental, reimbursement or other compensation payable to the Acho Dene Koe First Nation for:

a) access under 8.2.1; or

b) any cost incurred by the Acho Dene Koe First Nation in relation to access under 8.2.1,

unless otherwise provided by Legislation enacted after Consultation with the Acho Dene Koe First Nation.

8.2.4 There is no permitting, licensing or screening required for access under 8.2.1 unless otherwise provided by Legislation enacted after Consultation with the Acho Dene Koe First Nation.

8.2.5 Any member of the public exercising access under 8.2.1 who does not comply with a provision of this chapter will be considered a trespasser and the common law applying to trespassers on fee simple land will apply to such Person.

8.3.0 CONDITIONS AND RESTRICTIONS

8.3.1 Access under 8.2.1 will, where practicable, be exercised:

a) upon prior notice to the Acho Dene Koe First Nation; and

b) on a route identified for that purpose by the Acho Dene Koe First Nation or on an existing route used regularly for such access.

8.3.2 Unless otherwise agreed to by the Acho Dene Koe First Nation, any member of the public exercising access under 8.2.1 is subject to conditions that the Person:

a) is responsible for unnecessary damage caused to Acho Dene Koe Settlement Lands or structures on Acho Dene Koe Settlement Lands; and

b) does not unnecessarily interfere with the use and peaceable enjoyment of Acho Dene Koe Settlement Lands by the Acho Dene Koe First Nation or an Acho Dene Koe Citizen.

8.3.3 Public access under 8.2.1 does not include the right to:

a) engage in any commercial activity;

b) establish any permanent or seasonal campsite; or

c) establish any permanent or seasonal structure.

8.3.4 Unless otherwise agreed to by any member of the public exercising access and the Acho Dene Koe First Nation, any member of the public accessing Acho Dene Koe Settlement Lands under 8.2.1 does so at his or her own risk and has no right of action against the Acho Dene Koe First Nation or any Acho Dene Koe Citizen for loss suffered or damage arising therefrom, except for death or injury or for damage to the property of such member of the public that results from a danger arising from the wilful or reckless conduct or by the negligent action of the Acho Dene Koe First Nation or any Acho Dene Koe Citizen.

8.4.0 ADDITIONAL CONDITIONS BY AGREEMENT

8.4.1 The Acho Dene Koe First Nation may propose to Government additional conditions on access to Acho Dene Koe Settlement Lands under 8.2.1 provided such conditions pertain only to:

a) additional requirements for notice or registration by any member of the public accessing Acho Dene Koe Settlement Lands; or

b) the identification of specific areas, seasons of the year or times of the day in which access may not be exercised in order:

i) to protect the Environment;

ii) for purposes of conservation;

iii) to avoid conflict with Harvesting by the Acho Dene Koe First Nation or with other uses of Acho Dene Koe Settlement Lands by Acho Dene Koe Citizens; or

iv) to protect Camps or structures.

8.4.2 If the Acho Dene Koe First Nation and Government do not reach agreement on an additional condition proposed under 8.4.1, the Acho Dene Koe First Nation may refer the dispute for resolution or determination under chapter 31, Dispute Resolution.

8.4.3 The Acho Dene Koe First Nation will take reasonable measures to notify the public of additional conditions which may be established under 8.4.1 or 8.4.2.

8.4.4 Additional conditions on access under 8.2.1 may be established by agreement between the Acho Dene Koe First Nation and any member of the public with whom such conditions would apply.

PART III - ACCESS BY HOLDERS OF EXISTING INTERESTS

8.5.0 GENERAL

8.5.1 The holder of:

a) an interest in an excluded parcel set out in Appendix "X" including its renewal or replacement;

b) an interest set out in Appendix "X", including its renewal or replacement; or

c) a land use permit or a water use permit granted by the Mackenzie Valley Land and Water Board before the Effective Date,

has a right to enter, cross or stay temporarily on Acho Dene Koe Settlement Lands to allow the exercise of that interest, subject to the conditions and restrictions set out in 8.6.0.

8.5.2 The right of access under 8.5.1 extends to any agents, contactors and other employees of the interest holder.

8.5.3 There is no fee, charge, rental, reimbursement or other compensation payable to the Acho Dene Koe First Nation for:

a) access under 8.5.1; or

b) any cost incurred by the Acho Dene Koe First Nation in relation to access under 8.5.1,

unless otherwise provided by Legislation enacted after Consultation with the Acho Dene Koe First Nation.

8.5.4 There is no additional permitting, licensing or screening required for access under 8.5.1 unless otherwise provided by Legislation enacted after Consultation with the Acho Dene Koe First Nation.

8.5.5 An interest holder exercising access to Acho Dene Koe Settlement Lands under 8.5.1 may employ any mode of transport.

8.5.6 An interest holder exercising access under 8.5.1 who does not comply with a provision of this chapter will be considered a trespasser and the common law applying to trespassers on fee simple land will apply to such Person.

8.6.0 CONDITIONS AND RESTRICTIONS

8.6.1 Access under 8.5.1 will be exercised in a manner that is consistent with the terms and conditions of the existing interest and does not require prior notice be given to the Acho Dene Koe First Nation.

8.6.2 Where the exercise of the right of access under 8.5.1 involves any activity of a type or in a location not authorized by the existing interest on the Effective Date of the Final Agreement, the exercise of that right of access is subject to the agreement of the Acho Dene Koe First Nation.

8.6.3 Where an agreement is not reached under 8.6.2, the holder of the existing interest may refer the dispute for resolution or determination under chapter 31, Dispute Resolution, but may not exercise access with respect to the disputed activity or location until the dispute has been resolved or determined.

8.6.4 The right of access under 8.5.1 is subject to any restrictions or prohibitions established by Law.

8.6.5 Unless otherwise agreed to by any Person exercising access under this subsection and the Acho Dene Koe First Nation, a holder of an existing interest who accesses Acho Dene Koe Settlement Lands under 8.5.1 does so at his or her own risk and has no right of action against the Acho Dene Koe First Nation or any Acho Dene Koe Citizen for loss suffered or damage arising therefrom, except for death or injury to such Person or for damage to the property of such Person that results from a danger arising from the wilful or reckless conduct or by the negligent action of the Acho Dene Koe First Nation or any Acho Dene Koe Citizen.

PART IV - COMMERCIAL ACCESS

8.7.0 GENERAL

8.7.1 Any Person has, for travel by water for the purpose of conducting a commercial activity on land adjacent to Acho Dene Koe Settlement Lands, a right to enter, cross or stay temporarily on or over:

a) Navigable rivers that overlie Acho Dene Koe Settlement Lands and other Navigable Waters that overlie Acho Dene Koe Settlement Lands that can be entered from a Navigable river;

b) portages on Acho Dene Koe Settlement Lands associated with Navigable rivers and other Navigable Waters; and

c) Acho Dene Koe Settlement Lands that are Waterfront Lands.

8.7.2 Any person has a right to enter, cross or stay temporarily on or over Acho Dene Koe Settlement Lands and Waters overlying Acho Dene Koe

Settlement Lands to reach adjacent lands or Waters for commercial purposes.

8.7.3 Access under 8.7.1 and 8.7.2 is subject to:

a) conditions and restrictions set out in 8.8.0;

b) additional conditions which may be made in accordance with 8.9.0;

c) additional conditions resulting from a resolution or determination under chapter 31, Dispute Resolution; and

d) Law.

8.7.4 Any Person exercising access under 8.7.1 or 8.7.2 may employ any mode of transport.

8.7.5 There is no fee, charge, rental, reimbursement or other compensation payable to the Acho Dene Koe First Nation for:

a) access under 8.7.1 or 8.7.2; or

b) any cost incurred by the Acho Dene Koe First Nation in relation to access under 8.7.1 or 8.7.2.

unless otherwise provided by Legislation enacted after Consultation with the Acho Dene Koe First Nation.

8.7.6 There is no permitting, licensing or screening required for access under 8.7.1 or 8.7.2 unless otherwise provided by:

a) existing Legislation; or

b) Legislation enacted after Consultation with the Acho Dene Koe First Nation.

8.7.7 Any Person exercising access under 8.7.1 or 8.7.2 who does not comply with a provision of this chapter will be considered a trespasser and the common law applying to trespassers on fee simple land will apply to such Person.

8.8.0 CONDITIONS AND RESTRICTIONS

8.8.1 Access to portages and Waterfront Lands under 8.7.1:

a) is subject to prior notice being given to the Acho Dene Koe First Nation; and

b) does not include the right:

  i) to engage in any commercial activity, other than an activity that is necessarily incidental to travel; or

  ii) to establish any permanent or seasonal Camp or structure.

8.8.2 Access to Acho Dene Koe Settlement Lands under 8.7.2 is subject to:

a) the access being of a casual and insignificant nature;

b) prior notice being given to the Acho Dene Koe First Nation;

c) the route having been previously used for similar commercial access on a regular basis, whether year round or intermittently; and

d) the access not resulting in a significant alteration in the use of the route.

8.8.3 Access under 8.7.1 must be exercised:

a) by using the most direct route; and

b) by minimizing use of portages and Waterfront Lands.

8.8.4 Unless otherwise agreed to by the Acho Dene Koe First Nation, a Person exercising access under 8.7.2 is subject to conditions that the Person:

a) does not cause unnecessary damage to Acho Dene Koe Settlement Lands or structures on Acho Dene Koe Settlement Lands, and is responsible for any such damage;

b) does not unnecessarily interfere with the use and peaceable enjoyment of Acho Dene Koe Settlement Lands by the Acho Dene Koe First Nation or an Acho Dene Koe Citizen.

8.8.5 Unless otherwise agreed to by any Person exercising access and the Acho Dene Koe First Nation, a Person accessing Acho Dene Koe Settlement Lands under 8.7.1 or 8.7.2 does so at his or her own risk and has no right of action against the Acho Dene Koe First Nation or any Acho Dene Koe Citizen for loss suffered or damage arising therefrom, except for death or injury to such Person or for damage to the property of such Person that results from a danger arising from the wilful or reckless conduct or by the negligent action of the Acho Dene Koe First Nation or any Acho Dene Koe Citizen.

8.9.0 ADDITIONAL CONDITIONS BY AGREEMENT

8.9.1 Where a Person exercising access under 8.7.1 or 8.7.2 is unable to comply with the conditions set out in 8.8.0, that Person requires the agreement of the Acho Dene Koe First Nation as to any variations of such conditions.

8.9.2 If the Person exercising access under 8.7.1 or 8.7.2 and the Acho Dene Koe First Nation cannot agree on variations to the conditions set out in 8.8.0, the Person with the right of access may refer the dispute for resolution under chapter 31, Dispute Resolution, and may only continue to exercise access under the terms and conditions set out in 8.8.0.

8.9.3 The Acho Dene Koe First Nation may propose to Government additional conditions on access under 8.7.1 or 8.7.2 provided such conditions pertain only to:

a) requirements for notice or registration by any Person accessing under 8.7.1 or 8.7.2; or

b) the identification of specific areas, seasons of the year or times of the day in which access may not be exercised in order:

   i) to protect the Environment;

   ii) for purposes of conservation;

   iii) to avoid conflict with Harvesting by the Acho Dene Koe First Nation or with other uses of Acho Dene Koe Settlement Lands by Acho Dene Koe Citizens; or

   iv) to protect Camps or structures.

8.9.4 If the Acho Dene Koe First Nation and Government do not reach agreement on an additional condition proposed under 8.9.3, the Acho Dene Koe First Nation may refer the dispute for resolution in accordance with chapter 31, Dispute Resolution.

8.9.5 The Acho Dene Koe First Nation will take reasonable measures to notify the public of any additional conditions, which may result under 8.9.1 or 8.9.3.

8.9.6 Additional conditions under 8.9.1 may be established by agreement between the Acho Dene Koe First Nation and the Person with whom such conditions on access would apply.

PART V - GOVERNMENT ACCESS

8.10.0 GENERAL

8.10.1 In accordance with Law, agents, employees, contractors of Government, law enforcement officers, peace officers, members of the Canadian Forces including members of foreign armed forces serving with or under the operational control of the Canadian Forces, have access and may enter, cross or stay on Acho Dene Koe Settlement Lands including Waters overlying Acho Dene Koe Settlement Lands and may use natural resources incidental to such access to:

a) deliver and manage Government programs and services;

b) carry out duties under the Law including law enforcement, investigations, inspections and crime prevention;

c) deal with emergencies; or

d) address other public safety and security matters.

8.10.2 For the purposes of 8.10.1, "Government" includes any Person carrying out a duty under Law or delivering or managing a program or service that was formerly carried out, delivered or managed by Government. This provision does not apply to a Person referred to 8.10.9.

8.10.3 When exercising access under 8.10.1, Government may establish on Acho Dene Koe Settlement Lands after Consultation with the Acho Dene Koe First Nation:

a) navigational aids and safety devices along the shorelines of Navigable Waters prior to the start of a navigation season, provided that the area occupied by each such navigational aid or safety device does not exceed:

   i) two hectares, for range markers and buoy transits; or

   ii) 0.1 hectare, for single beacons.

b) stream gauges;

c) climate stations; and

d) fuel caches.

8.10.4 Government will Consult the Acho Dene Koe First Nation prior to establishing any structures referred to in 8.10.3.

8.10.5 The Department of National Defence and the Canadian Forces may access to Acho Dene Koe Settlement Lands and Waters overlying Acho Dene Koe Settlement Lands for military exercises with the agreement of the Acho Dene Koe First Nation or, failing an agreement, on conditions established in accordance with chapter 31, Dispute Resolution.

8.10.6 Where the Minister of National Defence and the Acho Dene Koe First Nation do not reach agreement on conditions for the exercise of that access under 8.10.5, the Minister of National Defence may refer the dispute for resolution in accordance with chapter 31, Dispute Resolution, but that Department and those Forces may not exercise that access until the dispute has been resolved or determined.

8.10.7 Nothing in the Final Agreement will limit the authority of the Minister of National Defence under section 257 of the *National Defence Act*.

8.10.8 Any Person authorized under Legislation to provide electrical power, telecommunications services or similar utilities to the public, other than pipelines for the transmission of hydrocarbons, will have access to Acho Dene Koe Settlement Lands to carry out assessments, surveys and studies in relation to the proposed services, provided they have formal discussions with the Acho Dene Koe First Nation prior to exercising such right.

8.10.9 If at any time a Railway runs through or is adjacent to Acho Dene Koe Settlement Lands, 8.10.1 will be read to also apply to agents, contractors and other employees of a Railway.

8.10.10 Any Person exercising access to Acho Dene Koe Settlement Lands under 8.10.1, 8.10.5 or 8.10.8 may employ any mode of transport.

8.10.11 There is no fee, charge, rental, reimbursement or other compensation payable to the Acho Dene Koe First Nation for:

a) access under 8.10.1, 8.10.5, 8.10.7, 8.10.8; or

b) any cost incurred by the Acho Dene Koe First Nation in relation to access under 8.10.1, 8.10.5, 8.10.7 or 8.10.8,

unless otherwise provided by Legislation enacted after Consultation with the Acho Dene Koe First Nation.

8.10.12 There is no permitting, licensing or screening required for access under 8.10.1, 8.10.5 or 8.10.8 unless otherwise provided by:

a) existing Legislation; or

b) Legislation enacted after Consultation with the Acho Dene Koe First Nation.

8.10.13 Access under 8.10.1 or 8.10.8 is subject to:

a) applicable conditions and restrictions set out in 8.11.0;

b) specific additional conditions which may be made in accordance with 8.12.0;

c) additional conditions resulting from a resolution or determination under chapter 31, Dispute Resolution; and

d) Law.

8.11.0 CONDITIONS AND RESTRICTIONS

8.11.1 Prior to accessing Acho Dene Koe Settlement Lands under 8.10.1, 8.10.8 or 8.10.9, Government will give prior notice of such access to the Acho

Dene Koe First Nation when it is practicable to do so, except no notice will be given when:

a) the access concerns an activity related to law enforcement, investigations, inspections or crime prevention; or

b) notice would be contrary to the interests of national defence and national security.

8.11.2 Unless otherwise agreed to by the Acho Dene Koe First Nation, access under 8.10.18.10.8 is subject to conditions that the Person exercising the access:

a) does not cause unnecessary damage to Acho Dene Koe Settlement Lands or structures on Acho Dene Koe Settlement Lands, and is responsible for any such damage; and

b) does not unnecessarily interfere with the use and peaceable enjoyment of Acho Dene Koe Settlement Lands by the Acho Dene Koe First Nation or an Acho Dene Koe Citizen.

8.11.3 Excepting the establishment of structures under 8.10.3, or the Remediation of a Contaminated Site under 3.8.0, if Government requires the continuous use or occupancy of Acho Dene Koe Settlement Lands for more than two years, the Acho Dene Koe First Nation may require Government to acquire an interest in the lands for such purpose by agreement or under chapter 4, Expropriation.

8.11.4 Unless otherwise agreed to by any Person exercising access and the Acho Dene Koe First Nation, a Person accessing Acho Dene Koe Settlement Lands under 8.10.1, 8.10.5 or 8.10.8 does so at his or her own risk and has no right of action against the Acho Dene Koe First Nation or any Acho Dene Koe Citizen for loss suffered or damage arising therefrom, except for death or injury to such Person or for damage to the property of such Person that results from a danger arising from the wilful or reckless conduct or by the negligent action of the Acho Dene Koe First Nation or any Acho Dene Koe Citizen.

8.12.0 ADDITIONAL CONDITIONS BY AGREEMENT

8.12.1 Subject to 8.12.2, the Acho Dene Koe First Nation may propose to Government additional conditions on access to Acho Dene Koe Settlement Lands under 8.10.1 provided such conditions pertain only to:

a) additional requirements for notice or registration by any Person accessing Acho Dene Koe Settlement Lands; or

b) the identification of specific areas, seasons of the year or times of the day in which access may not be exercised in order:

  i) to protect the Environment;

  ii) for purposes of conservation;

  iii) to avoid conflict with Harvesting by the Acho Dene Koe First Nation or with other uses of Acho Dene Koe Settlement Lands by Acho Dene Koe Citizens; or

  iv) to protect Camps or structures.

8.12.2 Additional conditions may not be established in accordance with 8.12.1, whether through agreement with Government or the process set out in chapter 31, Dispute Resolution, for the exercise of access in relation to law enforcement, investigations, national defence and national security, inspections or crime prevention under Law or for access by the Department of National Defence, national security and the Canadian Forces under 8.10.5.

8.12.3 If the Acho Dene Koe First Nation and Government do not reach agreement on a further condition proposed under 8.12.1, the Acho Dene Koe First Nation may refer the dispute for resolution in accordance with chapter 31, Dispute Resolution.

8.12.4 The Acho Dene Koe First Nation will take reasonable measures to notify the public of the further conditions which may result from a resolution or a determination under 8.12.3.

8.12.5 Further conditions on access under 8.10.1 and 8.10.9 may be established by agreement between the Acho Dene Koe First Nation and the Person with whom such conditions would apply.

PART VI - ACCESS TO CONSTRUCTION MATERIALS

8.13.0 GENERAL

8.13.1 The Acho Dene Koe First Nation will provide to any Person, or Government:

a) supplies of Construction Material on Acho Dene Koe Settlement Lands; and

b) access to Acho Dene Koe Settlement Lands for the purpose of obtaining the supplies of Construction Material,

where the Construction Material is to be used on lands other than Acho Dene Koe Settlement Lands and where there is no alternative supply within a reasonable proximity to the location of the proposed use.

8.13.2 Excepting 8.13.3, the Acho Dene Koe First Nation is entitled to be paid for:

a) the value of Construction Material supplied under 8.13.1; and

b) the exercise of access under 8.13.1.

8.13.3 The Acho Dene Koe First Nation is not entitled to be paid for:

a) the value of Construction Material supplied under 8.13.1;

b) the exercise of access under 8.13.1; or

c) any cost incurred by the Acho Dene Koe First Nation in relation to those Construction Material or for the access,

if the materials are to be used for a public purpose, or used on Acho Dene Koe Settlement Lands, or used for a public road proximate to either Acho Dene Koe Settlement Lands.

8.13.4 Any dispute arising under 8.13.0 may be referred to dispute resolution in accordance with chapter 31, Dispute Resolution.

8.14.0 CONDITIONS AND RESTRICTIONS

8.14.1 Prior to accessing Acho Dene Koe Settlement Lands under 8.13.1, Government will give prior notice of such access to the Acho Dene Koe First Nation when it is practicable to do so.

8.14.2 Unless otherwise agreed to by any Person exercising access and the Acho Dene Koe First Nation, a Person accessing Acho Dene Koe Settlement Lands under 8.13.1 does so at his or her own risk and has no right of action against the Acho Dene Koe First Nation or any Acho Dene Koe Citizen for loss suffered or damage arising therefrom, except for death or injury to such Person or for damage to the property of such Person that results from a danger arising from the wilful or reckless conduct or by the negligent action of the Acho Dene Koe First Nation or any Acho Dene Koe Citizen.

PART VII - ACCESS TO CONTAMINATED SITES

8.15.0 GENERAL

8.15.1 Agents, employees, and contractors of Government have access to Acho Dene Koe Settlement Lands to:

a) conduct Remediation under 3.8.1; or

b) use Specified Substances or other natural resources on Acho Dene Koe Settlement Lands to the extent necessary to conduct the Remediation.

8.15.2 There is no fee, charge, rental, reimbursement or other compensation payable to the Acho Dene Koe First Nation for:

a) access to conduct Remediation under 8.15.1;

b) the use of Specified Substances or other natural resources under 8.15.1; or

c) any cost incurred by the Acho Dene Koe First Nation in relation to the access or use of Specified Substances and natural resources under 8.15.1.

8.15.3 There is no permitting, licensing or screening required for access under 8.15.1 unless otherwise provided by Legislation.

8.16.0 CONDITIONS AND RESTRICTIONS

8.16.1 Prior to accessing Acho Dene Koe Settlement Lands under 8.15.1, Government will give prior notice of such access to the Acho Dene Koe First Nation when it is practicable to do so.

8.16.2 Unless otherwise agreed to by any Person exercising access and the Acho Dene Koe First Nation, a Person accessing Acho Dene Koe Settlement Lands under 8.15.1 does so at his or her own risk and has no right of action against the Acho Dene Koe First Nation or any Acho Dene Koe Citizen for loss suffered or damage arising therefrom, except for death or injury to such Person or for damage to the property of such Person that results from a danger arising from the wilful or reckless conduct or by the negligent action of the Acho Dene Koe First Nation or any Acho Dene Koe Citizen.

PART VIII - WINTER ROAD ACCESS

8.17.0 GENERAL

8.17.1 Agents, employees, and contractors of the Government of the Northwest Territories have access to Acho Dene Koe Settlement Lands to:

a) establish and build the Winter Roads shown on the map in Appendix "X"; and

b) manage, control, vary or close up those Winter Roads.

8.17.2 Any Person has a right to travel on the roads referred to in 8.17.1 in accordance with Legislation in respect of public highways.

8.17.3 There is no fee, charge, rental, reimbursement or other compensation payable to the Acho Dene Koe First Nation for:

a) access under 8.17.1 or 8.17.2; and

b) any cost incurred by the Acho Dene Koe First Nation in relation to access under 8.17.1 or 8.17.2,

unless otherwise provided by Legislation enacted after Consultation with the Acho Dene Koe First Nation.

8.17.4 There is no permitting, licensing or screening required for access under 8.17.1 unless otherwise provided by Legislation enacted after Consultation with the Acho Dene Koe First Nation.

8.17.5 Access under 8.17.1 or 8.17.2 is subject to:

- a) applicable conditions and restrictions set out in 8.18.0;
- b) specific additional conditions which may be made in accordance with 8.19.0;
- c) additional conditions resulting from a resolution or determination under chapter 31, Dispute Resolution; and
- d) Law.

8.18.0 CONDITIONS AND RESTRICTIONS

8.18.1 Prior to accessing Acho Dene Koe Settlement Lands under 8.17.1, Government of the Northwest Territories will give prior notice of such access to the Acho Dene Koe First Nation when it is practicable to do so.

8.18.2 Unless otherwise agreed to by any Person exercising access and the Acho Dene Koe First Nation, a Person accessing Acho Dene Koe Settlement Lands under 8.17.1, or 8.17.2 does so at his or her own risk and has no right of action against the Acho Dene Koe First Nation or any Acho Dene Koe Citizen for loss suffered or damage arising therefrom, except for death or injury to such Person or for damage to the property of such Person that results from a danger arising from the wilful or reckless conduct or by the negligent action of the Acho Dene Koe First Nation or any Acho Dene Koe Citizen.

8.19.0 ADDITIONAL CONDITIONS BY AGREEMENT

8.19.1 Subject to 8.19.2, the Acho Dene Koe First Nation may propose to Government additional conditions on access to Acho Dene Koe Settlement Lands under 8.17.1 or 8.17.2 provided such conditions pertain only to:

- a) additional requirements for notice or registration by any Person accessing Acho Dene Koe Settlement Lands; or
- b) the identification of specific areas, seasons of the year or times of the day in which access may not be exercised in order:

i) to protect the Environment;

ii) for purposes of conservation;

iii) to avoid conflict with Harvesting by the Acho Dene Koe First Nation or with other uses of Acho Dene Koe Settlement Lands by Acho Dene Koe Citizens; and

iv) to protect Camps or structures.

8.19.2 Additional conditions may not be established in accordance with 8.19.1, whether through agreement with Government or the process set out in chapter 31, Dispute Resolution, for the exercise of access in relation to law enforcement, investigations, inspections or crime prevention under Law or in relation to national defence and national security.

8.19.3 If the Acho Dene Koe First Nation and Government do not reach agreement on a further condition proposed under 8.19.1, the Acho Dene Koe First Nation may refer the dispute for resolution in accordance with chapter 31, Dispute Resolution.

8.19.4 The Acho Dene Koe First Nation will take reasonable measures to notify the public of the further conditions which, may result from a resolution or a determination under 8.19.3.

8.19.5 Further conditions on access under 8.19.1 may be established by agreement between the Acho Dene Koe First Nation and the Person with whom such conditions would apply.

8.20.0 SURFACE RIGHTS BOARD

8.20.1 Prior to the Final Agreement, the Parties will review the consistency of this chapter with enacted surface rights Legislation.

8.21.0 ACHO DENE KOE GOVERNMENT ACCESS TO CROWN LANDS

8.21.1 Acho Dene Koe Government's agents, employees, contractors, subcontractors and other representatives may have access to Crown lands in the Acho Dene Koe Settlement Area in accordance with Law to:

a) enforce Acho Dene Koe Law;

b) carry out duties under Acho Dene Koe Law;

c) respond to emergencies;

d) deliver any programs and services set out in the Final Agreement; or

e) carry out other specified purposes as described in the Final Agreement.

8.21.2 Any person exercising access in accordance with 8.21.1 will act in accordance with Law, including the payment of compensation for any damage to Crown lands if required by Law.

CHAPTER 9: HARVESTING OF TREES

9.1.0 **GENERAL**
9.2.0 **GIFTING AND TRADING**
9.3.0 **OVERLAP AGREEMENTS**
9.4.0 **ACCESS**
9.5.0 **CONSULTATION**
9.6.0 **FOREST MANAGEMENT**
9.7.0 **EMERGENCIES**

9.1 .0 GENERAL

9.1.1 With the exception of the provisions set out in 9.6.0, Forest Management, this chapter does not apply to Acho Dene Koe Settlement Lands.

9.1.2 The Acho Dene Koe First Nation has the right to Harvest Trees within the Acho Dene Koe Settlement Area at all times of the year in accordance with the Final Agreement for the following purposes:

a) firewood for:

  i) personal use; or

  ii) Acho Dene Koe First Nation purposes.

b) construction or maintenance of hunting, trapping and fishing Camps;

c) the making of handicrafts for personal use;

d) traditional, cultural or medicinal purposes;

e) construction of boats and rafts for personal use;

f) construction of houses for personal occupancy by Acho Dene Koe Citizens; and

g) construction of structures for Acho Dene Koe First Nation use in Fort Liard.

9.1.3 The right provided for in 9.1.2 may be limited or restricted by Government:

a) through Law; or

b) for purposes related to:

   i) Conservation;

   ii) public health;

   iii) public safety;

   iv) Forest Management; or

   v) protection of the Environment from significant damage.

9.1.4 The Minister retains the authority to manage and conserve Trees and Tree habitat and will exercise that authority in a manner that is consistent with the Final Agreement.

9.1.5 To the extent reasonable, and subject to 9.1.6, Government will Consult the Acho Dene Koe First Nation prior to imposing a limitation or restriction pursuant to 9.1.3 b).

9.1.6 In the event of an emergency, Government may impose an interim limitation or restriction under 9.1.3 b) upon notice to the Acho Dene Koe First Nation. As soon as practicable, Government will provide reasons for the decision to the Acho Dene Koe First Nation. Government will Consult the Acho Dene Koe First Nation with respect to any ongoing terms and conditions.

9.1.7 Nothing in the Final Agreement will be construed to:

a) recognize a right to Harvest Trees for commercial purposes or sale;

b) confer rights of ownership in Trees, with the exception of Trees on Acho Dene Koe Settlement Lands;

c) guarantee the supply of Trees;

d) preclude individuals who are not Acho Dene Koe Citizens from Harvesting Trees, except that they may be precluded from doing so by Law;

e) entitle the Acho Dene Koe First Nation or an Acho Dene Koe Citizen to compensation for damage to or loss of Trees or Tree Harvesting opportunities within the Acho Dene Koe Settlement Area; or

f) affect any responsibility of Government for the fighting of forest fires.

9.1.8 The Acho Dene Koe First Nation will not be subject to any fee for the Harvesting of Trees pursuant to 9.1.2.

9.1.9 Prior to the Final Agreement, the Parties will address the issue of documentation or identification for Acho Dene Koe Citizens exercising their right to Harvest Trees as set out in the Final Agreement.

9.1.10 The Acho Dene Koe First Nation has the right to utilize any method, and to possess and use any equipment, for the purpose of the Harvesting of Trees pursuant to 9.1.2, subject to Legislation.

9.1.11 The Acho Dene Koe First Nation has the right to possess and transport anywhere in the Northwest Territories Trees Harvested pursuant to 9.1.2, subject to any requirements related to the possession, identification or transportation of Trees set out in Legislation. When exercising this right, the Acho Dene Koe First Nation will not be required to obtain a licence nor be subject to any fee from the Government of Canada or the Government of the Northwest Territories.

9.2.0 GIFTING AND TRADING

9.2.1 The Acho Dene Koe First Nation has the right to gift Trees Harvested pursuant to 9.1.2 to any individual.

9.2.2 The Acho Dene Koe First Nation has the right to Trade Trees Harvested pursuant to 9.1.2 with:

a) other Acho Dene Koe Citizens; and

b) members of other aboriginal groups in the Tree Trading area to be shown on a map that will be attached as an Appendix to the Final Agreement,

for the recipient's personal use or consumption.

9.3.0 OVERLAP AGREEMENTS

9.3.1 Prior to the Final Agreement, the Acho Dene Koe First Nation may address reciprocal opportunities for the Harvesting of Trees with other aboriginal groups through the negotiation of overlap agreements. With the agreement of all Parties, overlap agreement provisions pertaining to opportunities for the Harvesting of Trees for Acho Dene Koe Citizens may be incorporated into the Final Agreement.

9.4.0 ACCESS

9.4.1 The Acho Dene Koe First Nation has a right of access to all land and Water within the Acho Dene Koe Settlement Area for the purpose of the Harvesting of Trees under 9.1.2.

9.4.2 This right of access does not apply:

a) on lands held in fee simple, lands subject to an agreement for sale or lands subject to a surface lease;

b) where it conflicts with any activity carried out under an authorization granted by Government such as a timber licence or permit, a Forest Management agreement or land use permit;

c) on land reserved by the Government of Canada or the Government of the Northwest Territories in the name of any department or agency of the Government of Canada or the Government of the Northwest Territories:

  i) not exceeding 10 hectares, that is fenced or expressly identified as land within which access for the Harvesting of Trees is not permitted; or

  ii) where the use of land would be visibly incompatible with the Harvesting of Trees, and

d) on lands or Waters that are administered or occupied by the Minister of National Defence, or lands or Waters temporarily being used for military exercises, from the time that notice has been given to the Acho Dene Koe First Nation until the temporary use is completed.

9.4.3 The Acho Dene Koe First Nation may establish and use Camps on Crown Lands within the Acho Dene Koe Settlement Area, subject to limitations on access set out in 9.4.2, provided such Camps are reasonably incidental to the Harvesting of Trees under 9.1.2.

9.4.4 The Final Agreement will not preclude the Acho Dene Koe First Nation from entering into an agreement with an owner, lessee or Government owning or using lands, which agreement provides for access and Harvesting of Trees by Acho Dene Koe Citizens in accordance with applicable Laws.

9.5.0 CONSULTATION

9.5.1 Government will Consult the Acho Dene Koe First Nation prior to introducing new Legislation, or amending existing Legislation, that could adversely affect the exercise of the right to Harvest Trees as set out in the Final Agreement.

9.5.2 Government will Consult the Acho Dene Koe First Nation prior to:

a) amending the terms of an existing commercial authorization to Harvest Trees;

b) authorizing a new commercial activity to Harvest Trees; or

c) permitting any commercial activity for the propagation or cultivation of Trees,

within the Acho Dene Koe Settlement Area that could adversely affect the exercise of the right to Harvest Trees as set out in the Final Agreement.

9.6.0 FOREST MANAGEMENT

9.6.1 Prior to the Final Agreement, the Parties will address other aspects of Forest Management within the Acho Dene Koe Settlement Area.

9.7.0 EMERGENCIES

9.7.1 Nothing in the Final Agreement will prevent any individual from Harvesting Trees for survival in an emergency.

CHAPTER 10: SUBSURFACE RESOURCES

10.1.0 DEFINITIONS
10.2.0 OIL AND GAS EXPLORATION AND DEVELOPMENT
10.3.0 MINERAL EXPLORATION AND DEVELOPMENT
10.4.0 MAJOR MINING PROJECTS
10.5.0 MATTERS FOR NEGOTIATION

10.1.0 DEFINITIONS

10.1.1 The following definitions apply to this chapter only:

"Benefit Plans" has the same meaning as set out in Legislation.

"Developer" means a person, Government or Crown Corporation engaged in a Development activity, including a Community or aboriginal government.

"Development" means the stage after a decision to go into Production has been made, but before actual Production commences.

"Major Mining Project" means an undertaking, wholly or partly in Acho Dene Koe Settlement Area, related to the Development or Production of Minerals, other than Specified Substances, Oil or Gas, that will employ an average of at least 50 persons annually for the first five years in the Acho Dene Koe Settlement Area and for which more than $50 million (1998$) will be expended in capital costs.

"Production" means the removal and taking ownership of Minerals, other than Specified Substances, but does not include removal for assay or testing purposes.

"Proponent" means a developer engaged in a Major Mining Project.

10.2.0 OIL AND GAS EXPLORATION AND DEVELOPMENT

10.2.1 Any Person who proposes to explore for, develop, produce or conduct any activity related to the Development of Oil and Gas on:

a) Crown Lands wholly or partly within the Acho Dene Koe Settlement Area; or

b) Acho Dene Koe Settlement Lands subject to an Oil and Gas right administered by Government,

that requires an authorization from Government or any board established by Government, for the use of land or Water or the deposit of Waste, will have formal discussions with the Acho Dene Koe First Nation.

10.2.2 Government will Consult the Acho Dene Koe First Nation prior to:

a) opening any lands in the Acho Dene Koe Settlement Area for Oil and Gas exploration on matters related to Benefit Plans and other terms and conditions to be attached to the issuance of Oil and Gas exploration rights; or

b) introducing new Legislation, or amending existing Legislation, that regulates Oil and Gas exploration, Development or Production of Oil and Gas within the Acho Dene Koe Settlement Area; or

c) amending requirements for the issuance of Oil and Gas rights within the Acho Dene Koe Settlement Area.

10.2.3 Government and the Acho Dene Koe First Nation recognize the importance of cooperation with each other and third party operators regarding the Development of Oil and Gas which underlie both the Acho Dene Koe Settlement Lands and Crown Lands.

10.3.0 MINERAL EXPLORATION AND DEVELOPMENT

10.3.1 Any Person who proposes to explore for, develop, produce or conduct any activity related to the Development of Minerals, other than Specified Substances and Oil and Gas on:

a) Crown Lands wholly or partly within the Acho Dene Koe Settlement Area; or

b) Acho Dene Koe Settlement Lands subject to a Mineral right administered by Government,

that requires an authorization from Government, or any board established by Government, for the use of land or Water or the deposit of Waste, will have formal discussions with the Acho Dene Koe First Nation.

10.3.2 Government will Consult the Acho Dene Koe First Nation prior to:

a) introducing new Legislation, or amending existing Legislation, that regulates Mineral Exploration, Development or Production of Minerals, other than Specified Substances and Oil and Gas, within the Acho Dene Koe Settlement Area; or

b) amending requirements for the issuance of Mineral rights administered by Government within the Acho Dene Koe Settlement Area.

10.4.0 MAJOR MINING PROJECTS

10.4.1 For a Major Mining Project that may have an adverse impact on Acho Dene Koe Lands or Acho Dene Koe Citizens or that could reasonably confer a benefit on Acho Dene Koe Citizens, Government will require that the Proponent and the Acho Dene Koe Government enter into negotiations for concluding an impact benefit agreement prior to Government issuing authorizations required for the Major Mining Project to proceed.

10.4.2 Prior to the Final Agreement, the Parties will discuss how 10.4.1 will be implemented, including the timing of impact benefit agreement negotiations in relation to any Governmental authorizations for the project, and whether additional provisions concerning impact benefit agreements are needed in this subsection.

10.4.3 The Acho Dene Koe Government and the Proponent may agree that negotiation of an impact benefit agreement under 10.4.1 is not required. If the Acho Dene Koe Government and the Proponent so agree, they will notify Government as soon as possible so that Government may issue the authorizations required for the Major Mining Project to proceed.

10.5.0 MATTERS FOR NEGOTIATION

10.5.1 Negotiation of an impact benefit agreement under 10.4.1 will be guided by the principles that its provisions will:

a) be consistent with and promote the cultural goals of the Acho Dene Koe First Nation;

b) be related to the impacts of the Major Mining Project on Acho Dene Koe Citizens;

c) not place an excessive burden on the Proponent nor undermine the viability of the Major Mining Project; and

d) avoid duplication of matters that will be addressed in the regulatory process leading to an authorization for the Project.

10.5.2 The impact and benefit agreement referred under 10.4.1 may include any matter connected with the Major Mining Project that could have an adverse impact on Acho Dene Koe Lands or Acho Dene Koe Citizens or that could reasonably confer a benefit on Acho Dene Koe Citizen. Without limiting the generality of the foregoing, the following matters may be considered appropriate for negotiation and inclusion in an impact benefit agreement:

a) safety and health;

b) language of the workplace;

c) access, by Acho Dene Koe Citizens, to any facility constructed for the Project such as an airstrip or a road; and

d) implementation and enforceability of the impact and benefit agreement.

CHAPTER 11: WATER RIGHTS AND MANAGEMENT

11.1.0 ACHO DENE KOE WATER RIGHTS
11.2.0 LIMITATIONS
11.3.0 EXISTING INTERESTS
11.4.0 GOVERNMENT AND OTHER USERS
11.5.0 LICENSING
11.6.0 LEGAL ACTION AND STANDING
11.7.0 INTERJURISDICTIONAL AGREEMENTS
11.8.0 CONFLICTING CONDITIONS

11.1.0 ACHO DENE KOE WATER RIGHTS

11.1.1 Subject to other provisions in the Final Agreement, the Acho Dene Koe First Nation, any Acho Dene Koe Institution and Acho Dene Koe Citizens have the exclusive right to use, while on Acho Dene Koe Settlement Lands, Water and deposit Waste in bodies of Water on or that flow through Acho Dene Koe Settlement Lands.

11.1.2 The Acho Dene Koe First Nation, the Acho Dene Koe Government, any Acho Dene Koe Institution and Acho Dene Koe Citizens have the right to Water that is substantially unaltered in quality, quantity and rate of flow when such Water is on, adjacent to, or flow through Acho Dene Koe Settlement Lands.

11.1.3 Subject to negotiated overlap agreements, the Acho Dene Koe First Nation, any Acho Dene Koe Institution, and Acho Dene Koe Citizens will have the right to use Water within the Acho Dene Koe Settlement Area including on lands owned by other Aboriginal Peoples, for Harvesting for Domestic Purposes, and heritage or cultural purposes, without licence, permit or other authorization.

11.2 .0 LIMITATIONS

11.2.1 The use of Water and the deposit of Waste in the Acho Dene Koe Settlement Area including the rights set out in 11.1.0 are subject to Law, except as provided for in the Final Agreement.

11.2.2 Acho Dene Koe Water rights set out in 11.1.0 will not interfere with:

a) rights of navigation and passage on bodies of Water;

b) the use of Water by an individual for personal or emergency purposes;

c) community use of Water for community purposes; or

d) any right of access set out in the Final Agreement,

nor will these activities require the consent of the Acho Dene Koe First Nation.

11.2.3 The Acho Dene Koe First Nation, any Acho Dene Koe Institutions, and Acho Dene Koe Citizens will not use Water or deposit Waste so as to substantially alter the quality, quantity or rate of flow of Water which are on or flow through or are adjacent to Acho Dene Koe Settlement Lands.

11.2.4 Nothing in the Final Agreement will be construed as granting the Acho Dene Koe First Nation property rights in respect of Water.

11.3.0 EXISTING INTERESTS

11.3.1 Notwithstanding 11.1.1, existing interests on Acho Dene Koe Settlement Lands that are authorized to use Water or deposit Waste in Water:

a) will be identified in Appendix "X" of the Final Agreement; and

b) will continue in accordance with applicable Legislation and the terms and conditions of the authorization.

11.4.0 GOVERNMENT AND OTHER USERS

11.4.1 Government retains the right to protect, manage and use Waters, and the Beds of bodies of Water, within the Acho Dene Koe Settlement Area for public purposes, including:

a) fighting fires;

b) emergency response;

c) protecting Wildlife, Migratory Birds and Fish and their habitat;

d) protecting Water supplies, including community water supplies, from contamination and degradation;

e) protecting navigation and transportation;

f) conducting research with respect to water quality, quantity and rate of flow; and

g) flood control.

11.5.0 LICENSING

11.5.1 The Mackenzie Valley Land and Water Board ("MVLWB") will not authorize a use of Water or a deposit of Waste that, in its opinion, is likely to substantially alter the quality, quantity or rate of flow of Water flowing on, through or adjacent to Acho Dene Koe Settlement Lands, unless the MVLWB considers that:

a) there is no alternative that could reasonably satisfy the requirements of the applicant; and

b) there are no reasonable measures by which the applicant could avoid the alteration.

11.5.2 Should the MVLWB authorize a use of Water or a deposit of Waste under 11.5.1, it will not do so unless:

a) the applicant seeking authorization has entered into an agreement with the Acho Dene Koe First Nation to compensate it for loss or damage which may be caused by such alteration; or

b) the applicant or the Acho Dene Koe First Nation has applied to the MVLWB for a determination and the MVLWB has determined the compensation payable.

11.5.3 The MVLWB will not authorize a use of Water or a deposit of Waste anywhere in Acho Dene Koe Settlement Area, excluding Acho Dene Koe Settlement Lands which, in its opinion, will likely substantially alter the quality, quantity or rate of flow of Waters flowing on or flowing through or flowing adjacent to the Acho Dene Koe Settlement Area, unless:

a) the applicant seeking authorization has entered into an agreement with the Acho Dene Koe First Nation to compensate it for loss or damage which may be caused by such alteration; or

b) the applicant or the Acho Dene Koe First Nation has applied to the MVLWB for a determination and the MVLWB has determined the compensation payable.

11.5.4 Where a use of Water or a deposit of Waste is proposed outside Acho Dene Koe Settlement Area, but within the Northwest Territories, which, in the opinion of the MVLWB, will likely substantially alter the quality, quantity or rate of flow of Waters flowing on or flowing through or flowing adjacent to Acho Dene Koe Settlement Lands, the use of Water or the deposit of Waste will not be authorized unless:

a) the applicant has entered into an agreement with the Acho Dene Koe First Nation for loss or damage, which may be caused by such alteration; or

b) the applicant or the Acho Dene Koe First Nation has applied to the MVLWB for a determination and the MVLWB has determined the compensation payable.

11.5.5 If the Acho Dene Koe First Nation and the applicant seeking authorization for a use of Water or deposit of Waste described in 11.5.2 or 11.5.3 or 11.5.4 do not reach an agreement on compensation within the time limit established by the MVLWB, either party may refer the matter of compensation to the MVLWB for determination.

11.5.6 Compensation determined by the MVLWB in respect of a use of Water or a deposit of Waste described in 11.5.2 or 11.5.3 or 11.5.4 may be in the form of a lump sum or periodic cash payment or non-monetary compensation.

11.5.7 The MVLWB will consider the following factors in determining the amount of compensation payable to the Acho Dene Koe First Nation in respect of a use of Water or deposit of Waste described in 11.5.2 or 11.5.3 or 11.5.4:

a) the effect of the use of Water or deposit of Waste on the use by Acho Dene Koe Citizens of Water on or adjacent to Acho Dene Koe Settlement Lands;

b) the effect of the use of Water or deposit of Waste on Acho Dene Koe Settlement Lands, taking into account any cultural or special value of the lands to the Acho Dene Koe First Nation;

c) the effect of the use of Water or deposit of Waste on the Harvesting of Wildlife, Fish and Migratory Birds by the Acho Dene Koe First Nation;

d) the nuisance, inconvenience and noise caused by the use of Water or deposit of Waste to Acho Dene Koe Citizens on Acho Dene Koe Settlement Lands; and

e) subject to Legislation, such other factors as the MVLWB may consider relevant.

11.6.0 LEGAL ACTION AND STANDING

11.6.1 The Acho Dene Koe First Nation has a cause of action against any Person in respect of any use of Water, deposit of Waste or other activity not authorized by Legislation which substantially alters the quality, quantity or rate of flow of Waters which are on, adjacent to or flow through Acho Dene Koe Settlement Lands, with such remedies as if the Acho Dene Koe First Nation had riparian rights.

11.6.2 For the purposes of 11.1.2 or 11.6.1, the Acho Dene Koe First Nation will have standing at all times in a court of competent jurisdiction to seek a declaration respecting the authority of any Person to alter the quality, quantity or rate of flow of Water.

11.7.0 INTERJURISDICTIONAL AGREEMENTS

11.7.1 Prior to the Final Agreement, the Parties will discuss Consultation issues concerning the management of Water in the context of interjurisdictional agreements affecting the Acho Dene Koe Settlement Area.

11.8.0 CONFLICTING CONDITIONS

11.8.1 For greater certainty, any condition imposed under Legislation or by an authorization issued by MVLWB regarding the use of Waters or the deposit of Waste in bodies of Water which are on or flow through Acho Dene Koe Settlement Lands, prevails over any conflicting condition imposed by the Acho Dene Koe First Nation, including Acho Dene Koe Laws.

CHAPTER 12: HARVESTING OF FISH

12.1.0 DEFINITIONS
12.2.0 GENERAL
12.3.0 GIFTING AND TRADING
12.4.0 OVERLAP AGREEMENTS
12.5.0 ACCESS
12.6.0 CONSULTATION
12.7.0 FISHERIES MANAGEMENT
12.8.0 EMERGENCIES

12.1.0 DEFINITIONS

12.1.1 The following definition applies to this chapter only:

"Trade" means to barter or exchange for personal use and consumption.

12.2.0 GENERAL

12.2.1 The Acho Dene Koe First Nation has the right to Harvest all species of Fish for Domestic Purposes within the Acho Dene Koe Settlement Area at all times of the year in accordance with the Final Agreement.

12.2.2 The right provided for in 12.2.1 may be limited or restricted by Government:

a) through Law; or

b) for purposes related to:

  i) Conservation;

  ii) public health; or

  iii) public safety.

12.2.3 The Minister retains the authority for fisheries management and will exercise that authority in a manner that is consistent with the Final Agreement.

12.2.4 Subject to 12.2.5, Government will Consult the Acho Dene Koe First Nation prior to imposing a limitation or restriction pursuant to 12.2.2 b).

12.2.5 In the event of an emergency, Government may impose an interim limitation or restriction pursuant to 12.1.2 b) upon notice, where reasonable, to the Acho Dene Koe First Nation. As soon as practicable, Government will provide reasons for the decision to the Acho Dene Koe First Nation. Government will Consult the Acho Dene Koe First Nation with respect to the terms and conditions.

12.2.6 Nothing in the Final Agreement will be construed to:

a) recognize a right to Harvest Fish for commercial purposes or sale;

b) confer rights of ownership in Fish; or

c) guarantee the supply of Fish.

12.2.7 The Acho Dene Koe First Nation will not be subject to any fee for the Harvesting of Fish pursuant to 12.2.1.

12.2.8 Prior to the Final Agreement, the Parties will address the issue of documentation or identification for Acho Dene Koe Citizens exercising their right to Harvest Fish as set out in the Final Agreement as well as the monitoring of Harvesting of Fish activities and the collection of data for reporting purposes.

12.2.9 The Acho Dene Koe First Nation has the right to utilize any method, and to possess and use any equipment, for the purpose of the Harvesting of Fish pursuant to 12.2.1 and subject to Law.

12.2.10 The Acho Dene Koe First Nation has the right to possess and transport, anywhere in Canada, Harvested Fish pursuant to 12.1.1, subject to any requirements related to the possession, identification or transportation of Fish established by Legislation. When exercising this right, the Acho Dene Koe First Nation will not be required to obtain a licence from nor be subject to any fee from the Government of Canada or the Government of the Northwest Territories.

12.3.0 GIFTING AND TRADING

12.3.1 The Acho Dene Koe First Nation has the right to gift Harvested Fish pursuant to 12.1.1 to any individual for the recipient's personal use or consumption.

12.3.2 Prior to the Final Agreement, the Parties will discuss limitations to be placed on the gifting of Harvested Fish pursuant to 12.2.1.

12.3.3 The Acho Dene Koe First Nation has the right to Trade Harvested Fish pursuant to 12.2.1 with:

a) other Acho Dene Koe Citizens; and

b) members of other aboriginal groups in the Acho Dene Koe First Nation traditional trading area to be shown on a map that will be attached as an Appendix to the Final Agreement,

for the recipients' personal use or consumption.

12.4.0 OVERLAP AGREEMENTS

12.4.1 Prior to the Final Agreement, the Acho Dene Koe First Nation may address reciprocal opportunities for the Harvesting of Fish with other aboriginal groups through the negotiation of overlap agreements. With the agreement of all Parties, overlap agreement provisions pertaining to the Harvesting of Fish may be incorporated into the Final Agreement.

12.5.0 ACCESS

12.5.1 The Acho Dene Koe First Nation has a right of access to all land and Water within the Acho Dene Koe Settlement Area for the purpose of the Harvesting of Fish under 12.2.1.

12.5.2 This right of access does not apply:

a) on lands held in fee simple, lands subject to an agreement for sale or lands subject to a surface lease:

   i) within a Community Boundary;

   ii) outside a Community Boundary where the land is less than ten (10) hectares in area and is fenced or otherwise identified;

iii) where the use of the land would be visibly incompatible with the Harvesting of Fish; or

b) on land reserved by the Government of Canada or the Government of the Northwest Territories in the name of any department or agency of the Government of Canada or the Government of the Northwest Territories:

i) not exceeding 10 hectares, that is fenced or expressly identified as land within which access for the Harvesting of Fish is not permitted; or

ii) where the use of the land would be visibly incompatible with the Harvesting of Fish, or

c) on lands or Waters that are administered or occupied by the Minister of National Defence, or lands or Waters temporarily being used for military exercises, from the time that notice has been given to the Acho Dene Koe First Nation until the temporary use is completed.

12.5.3 Unless otherwise agreed to by the holder of an interest in land set out in 12.5.2 a), and the Acho Dene Koe First Nation, an Acho Dene Koe Citizen who accesses land under 12.5.2 a) does so at his or her own risk and has no right of action against the holder of an interest in land for loss suffered or damage arising therefrom, except for death or injury to such Acho Dene Koe Citizen or for damage to the property of such Acho Dene Koe Citizen that results from a danger arising from the willful or reckless conduct or by the negligent action of the holder of an interest in land.

12.5.4 The Acho Dene Koe First Nation may establish and use Camps on Crown Lands within the Acho Dene Koe Settlement Area, subject to limitations on access set out in 12.5.2, provided such Camps are reasonably incidental to the Harvesting of Fish under 12.2.1.

12.5.5 Where the Acho Dene Koe First Nation has the right to access lands held in fee simple, lands subject to an agreement for sale or lands subject to a surface lease for the purpose of the Harvesting of Fish under the Final Agreement, it will not:

a) unreasonably interfere with an occupier's use and peaceable enjoyment of the land; or

b) establish a Camp or any structure, or cut or use any wood, without the consent of the owner, lessee or Government, as the case may be.

12.5.6 The Final Agreement will not preclude the Acho Dene Koe First Nation from entering into an agreement with an owner, lessee or Government owning or using lands, which agreement provides for access and Harvesting of Fish by Acho Dene Koe Citizens in accordance with applicable Laws.

12.6.0 CONSULTATION

12.6.1 Government will Consult the Acho Dene Koe First Nation prior to introducing new Legislation, or amending existing Legislation, that could adversely affect the exercise of the right to Harvest Fish set out in the Final Agreement.

12.6.2 Government will Consult the Acho Dene Koe First Nation prior to:

a) amending the terms of an existing commercial authorization to Harvest Fish;

b) authorizing a new commercial activity to Harvest Fish; or

c) permitting any commercial activity for the propagation or cultivation of a species of Fish,

within the Acho Dene Koe Settlement Area, that could adversely affect the exercise of the right to Harvest Fish as set out in the Final Agreement.

12.6.3 No new commercial activity for the Harvesting of Fish on bodies of Water wholly contained within Acho Dene Koe Settlement Lands will be authorized by Government without the consent of the Acho Dene Koe First Nation.

12.7.0 FISHERIES MANAGEMENT

12.7.1 Prior to the Final Agreement, the Parties will address other aspects of Fisheries management within the Acho Dene Koe Settlement Area including Total Allowable Harvest.

12.8.0 EMERGENCIES

12.87.1 Nothing in the Final Agreement will prevent any individual from Harvesting Fish in the Acho Dene Koe Settlement Area for survival in an emergency.

CHAPTER 13: HARVESTING OF WILDLIFE

13.1.0 **GENERAL**
13.2.0 **GIFTING AND TRADING**
13.3.0 **OVERLAP AGREEMENTS**
13.4.0 **HARVESTING OF FURBEARERS**
13.5.0 **ACCESS**
13.6.0 **CONSULTATION**
13.7.0 **ALLOCATION OF TOTAL ALLOWABLE HARVEST**
13.8.0 **HARVEST OF FREE ROAMING BISON (*BISON BISON ATHABASCAE*)**
13.9.0 **WILDLIFE MANAGEMENT**
13.10.0 **EMERGENCIES**

13.1.0 GENERAL

13.1.1 The Acho Dene Koe First Nation has the right to Harvest all species of Wildlife for Domestic Purposes within the Acho Dene Koe Settlement Area at all times of the year in accordance with the Final Agreement.

13.1.2 The right provided for in 13.1.1 may be limited or restricted by Government:

a) through Law; or

b) for purposes related to:

  i) Conservation;

  ii) public health; or

  iii) public safety.

13.1.3 The Minister retains the authority to manage and conserve Wildlife and Wildlife habitat and will exercise that authority in a manner that is consistent with the Final Agreement.

13.1.4 Subject to 13.1.5, Government will Consult the Acho Dene Koe First Nation prior to imposing a limitation or restriction pursuant to 13.1.2 b).

13.1.5 In the event of an emergency, Government may impose an interim limitation or restriction under 13.1.2 b) upon notice to the Acho Dene

Koe First Nation. As soon as practicable, Government will provide reasons for the decision to the Acho Dene Koe First Nation. Government will Consult the Acho Dene Koe First Nation with respect to any ongoing terms and conditions.

13.1.6 Nothing in the Final Agreement will be construed to:

a) recognize a right to Harvest Wildlife for commercial purposes or sale;

b) confer rights of ownership in Wildlife; or

c) guarantee the supply of Wildlife.

13.1.7 The Acho Dene Koe First Nation will not be subject to any fee for the Harvesting of Wildlife pursuant to 13.1.1.

13.1.8 Prior to the Final Agreement, the Parties will address the issue of documentation or identification for Acho Dene Koe Citizens exercising their right to Harvest Wildlife as set out in the Final Agreement as well as monitoring of Harvest of Wildlife activities and the collection of data for reporting purposes.

13.1.9 The Acho Dene Koe First Nation has the right to utilize any method, and to possess and use any equipment, for the purpose of the Harvesting of Wildlife pursuant to 13.1.1, subject to Legislation.

13.1.10 The Acho Dene Koe First Nation has the right to possess and transport anywhere in Canada the Edible and non-Edible Parts of Wildlife Harvested pursuant to 13.1.1, subject to any requirements related to the possession, identification or transportation of Wildlife set out in Legislation. When exercising this right, the Acho Dene Koe First Nation will not be required to obtain a licence nor be subject to any fee from the Government of Canada or the Government of the Northwest Territories.

13.2.0 GIFTING AND TRADING

13.2.1 The Acho Dene Koe First Nation has the right to gift the Edible and non-Edible Parts of Wildlife Harvested pursuant to 13.1.1 to any individual for the recipient's personal use or consumption.

The Acho Dene Koe First Nation has the right to Trade:

a) the non-Edible Parts of Wildlife Harvested pursuant to 13.1.1 with any individual for the recipient's personal use; and

b) the Edible Parts of Wildlife Harvested pursuant to 13.1.1 with:

  i) other Acho Dene Koe Citizens; and

  ii) members of other aboriginal groups in the Acho Dene Koe First Nation traditional trading area to be shown on a map that will be attached as an Appendix to the Final Agreement,

for the recipient's personal use or consumption.

13.3.0 OVERLAP AGREEMENTS

13.3.1 Prior to the Final Agreement, the Acho Dene Koe First Nation may address reciprocal opportunities for the Harvesting of Wildlife with other aboriginal groups through the negotiation of overlap agreements. With the agreement of all Parties, overlap agreement provisions pertaining to the Harvesting of Wildlife may be incorporated into the Final Agreement.

13.4.0 HARVESTING OF FURBEARERS

13.4.1 The Acho Dene Koe First Nation has the exclusive right to Harvest Furbearers on Acho Dene Koe Settlement Lands.

13.4.2 Subject to 13.4.3, the Acho Dene Koe First Nation has a right to Harvest Furbearers within the Acho Dene Koe Settlement Area.

13.4.3 The Acho Dene Koe First Nation will not have a right to Harvest Furbearers on lands in the Acho Dene Koe Settlement Area that are vested in another aboriginal group where that aboriginal group has the exclusive right to Harvest Furbearers.

13.4.4 Nothing in 13.4.3 precludes the Acho Dene Koe First Nation from making an agreement with another aboriginal group having exclusive rights to Harvest Furbearers.

13.5.0 ACCESS

13.5.1 The Acho Dene Koe First Nation has a right of access to all land and Water within the Acho Dene Koe Settlement Area for the purpose of the Harvesting of Wildlife under 13.1.1.

13.5.2 This right of access does not apply:

a) on lands held in fee simple, lands subject to an agreement for sale or lands subject to a surface lease:

i) within a Community Boundary;

ii) outside a Community Boundary where the land is less than ten (10) hectares in area and is fenced or otherwise identified;

iii) where the use of the land would be visibly incompatible with the Harvesting of Wildlife; or

b) on land reserved by the Government of Canada or the Government of the Northwest Territories in the name of any department or agency of the Government of Canada or the Government of the Northwest Territories:

i) not exceeding 10 hectares, that is fenced or expressly identified as land within which access for the Harvesting of Wildlife is not permitted; or

ii) where the use of the land would be visibly incompatible with the Harvesting of Wildlife, or

c) on lands or Waters that are administered or occupied by the Minister of National Defence, or lands or Waters temporarily being used for military exercises, from the time that notice has been given to the Acho Dene Koe First Nation until the temporary use is completed.

13.5.3 Unless otherwise agreed to by the holder of an interest in land set out in 13.5.2 a), and the Acho Dene Koe First Nation, an Acho Dene Koe Citizen who accesses Land under 13.5.2 a) does so at his or her own risk and has no right of action against the holder of an interest in land for loss suffered or damage arising therefrom, except for death or injury to such Acho Dene Koe Citizen or for damage to the property of such Acho Dene Koe Citizen that results from a danger arising from the willful or reckless conduct or by the negligent action of the holder of an interest in land .

13.5.4 The Acho Dene Koe First Nation may establish and use Camps on Crown Lands within the Acho Dene Koe Settlement Area, subject to limitations on access set out in 13.5.2, provided such Camps are reasonably incidental to the Harvesting of Wildlife under 13.1.1.

13.5.5 Where the Acho Dene Koe First Nation has the right to access lands held in fee simple, lands subject to an agreement for sale or lands subject to a surface lease for the purpose of the Harvesting of Wildlife under the Final Agreement it will not:

a) unreasonably interfere with an occupier's use and peaceable enjoyment of the land; or

b) establish a Camp or any structure, or cut or use any wood, without the consent of the owner, lessee or Government, as the case may be.

13.5.6 The Final Agreement will not preclude the Acho Dene Koe First Nation from entering into an agreement with an owner, lessee or Government owning or using lands, which agreement provides for access and Harvesting of Wildlife by Acho Dene Koe Citizens in accordance with applicable Laws.

13.6.0 CONSULTATION

13.6.1 Government will Consult the Acho Dene Koe First Nation prior to introducing new Legislation, or amending existing Legislation, that could adversely affect the exercise of the right to Harvest Wildlife set out in the Final Agreement.

13.6.2 Government will Consult the Acho Dene Koe First Nation prior to:

a) amending the terms of an existing commercial authorization to Harvest Wildlife;

b) authorizing a new commercial activity to Harvest Wildlife; or

c) permitting any commercial activity for the husbandry of a species of Wildlife, within the Acho Dene Koe Settlement Area, that could adversely affect the exercise of the right to Harvest Wildlife as set out in the Final Agreement.

13.6.3 No new commercial activity for the Harvesting of Wildlife on Acho Dene Koe Settlement Lands will be authorized by Government without the consent of the Acho Dene Koe First Nation.

13.7.0 ALLOCATION OF TOTAL ALLOWABLE HARVEST

13.7.1 In the absence of a regional renewable resources board which includes membership of the Acho Dene Koe First Nation, the Minister will Consult the Acho Dene Koe First Nation prior to setting a Total Allowable Harvest or other limits respecting Acho Dene Koe First Nation Harvesting for any species or population of Wildlife within the Region which includes the Acho Dene Koe Settlement Area.

13.7.2 After having completed Consultation, should the Minister make an allocation of Total Allowable Harvest within the Region, the Minister will allocate a sufficient portion:

a) for the Acho Dene Koe First Nation to exercise its rights to Harvest Wildlife in the Acho Dene Koe Settlement Area; and

b) for any other aboriginal group to exercise its rights to Harvest Wildlife in the Region.

13.7.3 The Total Allowable Harvest remaining after the allocation under 13.7.2 will be allocated amongst other harvesters.

13.7.4 When the Minister makes an allocation under 13.7.2, of a Total Allowable Harvest within the Region, the Minister will consider all relevant factors including:

a) current and past Harvesting patterns and Harvest levels; and

b) the availability of other populations of Wildlife to meet the needs of the Acho Dene Koe First Nation or other aboriginal groups.

13.7.5 When the Minister makes an allocation under 13.7.2, if the Total Allowable Harvest is not sufficient to allow the Acho Dene Koe First Nation and any other aboriginal group to exercise their rights to Harvest Wildlife in the Acho Dene Koe Settlement Area, excluding Acho Dene Koe

Settlement Lands, the Minister will allocate equitably among the Acho Dene Koe First Nation and those aboriginal groups.

13.7.6 When Government makes an allocation under 13.7.3 of any portion of a Total Allowable Harvest Level remaining after an allocation under 13.7.2, it will give priority to:

a) non-commercial Harvesting over commercial Harvesting; and

b) with respect to non-commercial Harvesting:

   i) residents of the Acho Dene Koe Settlement Area who rely on Wildlife from the Region to which the Total Allowable Harvest Level applies for food for themselves and their families over other individuals; then

   ii) residents of the Northwest Territories over non-residents of the Northwest Territories.

13.7.7 These provisions may be amended upon the creation of a regional renewable resource board or upon the completion of Phase II Final Agreement negotiations addressing renewable resource management.

13.8.0 HARVEST OF FREE-ROAMING BISON (*BISON BISON ATHABASCAE*)

13.8.1 The Acho Dene Koe First Nation will have the exclusive right to be licenced to:

a) commercially Harvest free roaming bison on Acho Dene Koe Settlement Lands; and

b) provide guiding services on Acho Dene Koe Settlement Lands with respect to the Harvesting of free-roaming bison.

13.9.0 WILDLIFE MANAGEMENT

13.9.1 Prior to the Final Agreement, the Parties will address other aspects of Wildlife management within the Acho Dene Koe Settlement Area.

13.10.0 EMERGENCIES

13.10.1 Nothing in the Final Agreement will prevent any individual from killing Wildlife in the Acho Dene Koe Settlement Area for survival in an emergency or to defend or protect persons or property.

CHAPTER 14: HARVESTING OF MIGRATORY BIRDS

14.1.0 GENERAL
14.2.0 GIFTING AND TRADING
14.3.0 OVERLAP AGREEMENTS
14.4.0 ACCESS
14.5.0 CONSULTATION
14.6.0 MIGRATORY BIRDS MANAGEMENT
14.7.0 EMERGENCIES

14.1.0 GENERAL

14.1.1 The Acho Dene Koe First Nation has the right to Harvest Migratory Birds for Domestic Purposes within the Acho Dene Koe Settlement Area at all times of the year in accordance with the Final Agreement.

14.1.2 The right provided for in 14.1.1 may be limited or restricted by Government:

a) through Law; or

b) for purposes related to:

   i) Conservation;

   ii) public health; or

   iii) public safety.

14.1.3 The Minister retains the authority to manage and conserve Migratory Birds and Migratory Bird habitat and will exercise that authority in a manner that is consistent with the Final Agreement.

14.1.4 To the extent reasonable and subject to 14.1.6, Government will Consult the Acho Dene Koe First Nation prior to imposing a limitation or restriction pursuant to 14.1.3 b).

14.1.5 In the event of an emergency, Government may impose an interim limitation or restriction pursuant to 14.1.3 b) upon notice to the Acho Dene Koe First Nation. As soon as practicable, Government will provide reasons for the decision to the Acho Dene Koe First Nation. Government will Consult the Acho Dene Koe First Nation with respect to any ongoing terms and conditions.

14.1.6 Nothing in the Final Agreement will be construed to:

a) confer rights of ownership in Migratory Birds; or

b) guarantee the supply of Migratory Birds.

14.1.7 The Acho Dene Koe First Nation will not be subject to any fee or permit for the Harvesting of Migratory Birds pursuant to 14.1.1.

14.1.8 Prior to the Final Agreement, the Parties will address the issue of documentation or identification for Acho Dene Koe Citizens exercising their right to Harvest Migratory Birds as set out in the Final Agreement.

14.1.9 The Acho Dene Koe First Nation has the right to utilize any method, and to possess and use any equipment, for the purpose of the Harvesting of Migratory Birds pursuant to 14.1.1, subject to Legislation.

14.1.10 The Acho Dene Koe First Nation has the right to possess and transport anywhere in Canada the Edible and non-Edible Parts of Migratory Birds Harvested pursuant to 14.1.1, subject to any requirements related to the possession, identification or transportation of Migratory Birds set out in Legislation. When exercising this right, the Acho Dene Koe First Nation will not be required to obtain a licence nor be subject to any fee from the Government of Canada or the Government of the Northwest Territories.

14.2.0 GIFTING AND TRADING

14.2.1 The Acho Dene Koe First Nation has the right to gift the Edible and non-Edible Parts of Migratory Birds Harvested pursuant to 14.1.1 to any individual for the recipient's personal use or consumption.

14.2.2 The Acho Dene Koe First Nation has the right to Trade:

a) the non-Edible Parts of Migratory Birds Harvested pursuant to 14.1.1 with any individual for the recipient's personal use; and

b) the Edible Parts of Migratory Birds Harvested pursuant to 14.1.1 with:

i) other Acho Dene Koe Citizens; and

ii) members of other aboriginal groups in the Acho Dene Koe First Nation traditional trading area to be shown on a map that will be attached as an Appendix to the Final Agreement,

for the recipient's personal use or consumption.

14.3.0 OVERLAP AGREEMENTS

14.3.1 Prior to the Final Agreement, the Acho Dene Koe First Nation may address reciprocal opportunities for the Harvesting of Migratory Birds with other aboriginal groups through the negotiation of overlap agreements. With the agreement of all Parties, overlap agreement provisions pertaining to the Harvesting of Migratory Birds may be incorporated into the Final Agreement.

14.4.0 ACCESS

14.4.1 The Acho Dene Koe First Nation has a right of access to all land and Water within the Acho Dene Koe Settlement Area for the purpose of the Harvesting of Migratory Birds under 14.1.1.

14.4.2 This right of access does not apply:

a) on lands held in fee simple, lands subject to an agreement for sale or lands subject to a surface lease;

  i) within a Community Boundary;

  ii) outside a Community Boundary where the land is less than ten (10) hectares in area and is fenced or otherwise identified;

  iii) where the use of the land would be visibly incompatible with the Harvesting of Migratory Birds; or

b) on land reserved by the Government of Canada or the Government of the Northwest Territories in the name of any department or agency of the Government of Canada or the Government of the Northwest Territories:

ii) not exceeding 10 hectares, that is fenced or expressly identified as land within which access for the Harvesting of Migratory Birds is not permitted; or

ii) where the use of the land would be visibly incompatible with the Harvesting of Migratory Birds, or

c) on lands or Waters that are administered or occupied by the Minister of National Defence, or lands or Waters temporarily being used for military exercises, from the time that notice has been given to the Acho Dene Koe First Nation until the temporary use is completed.

14.4.3 Unless otherwise agreed to by the holder of an interest in land set out in 14.4.1, and the Acho Dene Koe First Nation, an Acho Dene Koe Citizen who accesses land under 14.4.1 does so at his or her own risk and has no right of action against the holder of an interest in land for loss suffered or damage arising therefrom, except for death or injury to such Acho Dene Koe Citizen or for damage to the property of such Acho Dene Koe Citizen that results from a danger arising from the wilful or reckless conduct or by the negligent action of the holder of an interest in land.

14.4.4 The Acho Dene Koe First Nation may establish and use Camps on Crown Lands within the Acho Dene Koe Settlement Area, subject to limitations on access set out in 14.4.2, provided such Camps are reasonably incidental to the Harvesting of Migratory Birds under 14.1.1.

14.4.5 Where the Acho Dene Koe First Nation has the right to access lands held in fee simple, lands subject to an agreement for sale or lands subject to a surface lease for the purpose of the Harvesting of Migratory Birds under the Final Agreement, it will not:

a) unreasonably interfere with an occupier's use and peaceable enjoyment of the land; or

b) establish a Camp, cabin or any structure, or cut or use any wood, without the consent of the owner, lessee or Government, as the case may be.

14.4.6 The Final Agreement will not preclude the Acho Dene Koe First Nation from entering into an agreement with an owner, lessee or Government owning or using lands, which agreement provides for access and

Harvesting of Migratory Birds by Acho Dene Koe Citizens in accordance with applicable Laws.

14.5.0 CONSULTATION

14.5.1 Government will Consult the Acho Dene Koe First Nation prior to introducing new Legislation, or amending existing Legislation, that could adversely affect the exercise of the right to Harvest Migratory Birds set out in the Final Agreement.

14.6.0 MIGRATORY BIRDS MANAGEMENT

14.6.1 Prior to the Final Agreement, the Parties will address other aspects of Migratory Bird management within the Acho Dene Koe Settlement Area.

14.7.0 EMERGENCIES

14.7.1 Nothing in the Final Agreement will prevent any individual from killing Migratory Birds in the Acho Dene Koe Settlement Area for survival in an emergency.

CHAPTER 15: HARVESTING OF PLANTS

15.1.0 GENERAL
15.2.0 GIFTING AND TRADING
15.3.0 OVERLAP AGREEMENTS
15.4.0 ACCESS
15.5.0 CONSULTATION
15.6.0 PLANT MANAGEMENT
15.7.0 EMERGENCIES

15.1.0 GENERAL

15.1.1 With the exception of provisions set out in 15.6.0, Plant Management, this chapter does not apply to Acho Dene Koe Settlement Lands.

15.1.2 The Acho Dene Koe First Nation has the right to Harvest Plants within the Acho Dene Koe Settlement Area at all times of the year in accordance with the Final Agreement for:

a) the making of handicrafts by Acho Dene Koe Citizens;

b) use or consumption by Acho Dene Koe Citizens for food, medicinal or cultural purposes; and

c) purposes ancillary to Wildlife Harvesting under 13.1.1.

15.1.3 The right provided for in 15.1.2 may be limited or restricted by Government:

a) by provisions of the Final Agreement; or

b) for purposes related to:

  i) Conservation;

  ii) public health;

  iii) public safety;

  iv) land management within a Community Boundary; and

v) protection of the Environment from significant damage.

15.1.4 The Minister retains the authority to manage and conserve Plants and Plant habitat and will exercise that authority in a manner that is consistent with the Final Agreement.

15.1.5 To the extent reasonable and subject to 15.1.6, Government will Consult the Acho Dene Koe First Nation prior to imposing a limitation or restriction under 15.1.3 b).

15.1.6 In the event of an emergency, Government may impose an interim limitation or restriction under 15.1.3 b) upon notice to the Acho Dene Koe First Nation. As soon as practicable, Government will provide reasons for the decision to the Acho Dene Koe First Nation. Government will Consult the Acho Dene Koe First Nation with respect to any ongoing terms and conditions.

15.1.7 Nothing in the Final Agreement will be construed to:

a) recognize a right to Harvest Plants for commercial purposes or sale;

b) confer rights of ownership in Plants with the exception of Plants on Acho Dene Koe Settlement Lands;

c) guarantee the supply of Plants;

d) entitle the Acho Dene Koe First Nation or an Acho Dene Koe Citizen to any compensation for damage to or loss of Plants or Plant Harvesting opportunities within the Acho Dene Koe Settlement Area; or

e) preclude individuals who are not Acho Dene Koe Citizens from Harvesting Plants, except that they may be precluded from doing so by Law.

15.1.8 The Acho Dene Koe First Nation will not be subject to any fee for the Harvesting of Plants pursuant to 15.1.2.

15.1.9 Prior to the Final Agreement, the Parties will address the issue of documentation or identification for Acho Dene Koe Citizens exercising their right to Harvest Plants as set out in the Final Agreement.

15.1.10 The Acho Dene Koe First Nation has the right to utilize any method, and to possess and use any equipment, for the purpose of the Harvesting of Plants pursuant to 15.1.2, subject to Legislation.

15.1.11 The Acho Dene Koe First Nation has the right to possess and transport anywhere in Canada Plants harvested pursuant to 15.1.2, subject to any requirements related to the possession, identification or transportation of Plants set out in Legislation. When exercising this right, the Acho Dene Koe First Nation will not be required to obtain a licence nor be subject to any fee from the Government of Canada or the Government of the Northwest Territories.

15.2.0 GIFTING AND TRADING

15.2.1 The Acho Dene Koe First Nation has the right to gift Plants Harvested under 15.1.2 to any individual for the recipient's personal use or consumption.

15.2.2 The Acho Dene Koe First Nation has the right to Trade Plants Harvested under 15.1.2 with:

a) other Acho Dene Koe Citizens; and

b) members of other aboriginal groups in the Acho Dene First Nation traditional trading area to be shown on a map that will be attached as an Appendix to the Final Agreement,

for the recipient's personal use or consumption.

15.3.0 OVERLAP AGREEMENTS

15.3.1 Prior to the Final Agreement, the Acho Dene Koe First Nation may address reciprocal opportunities for the Harvesting of Plants with other aboriginal groups through the negotiation of overlap agreements. With the agreement of all Parties, overlap agreement provisions pertaining to the Harvesting of Plants may be incorporated into the Final Agreement.

15.4.0 ACCESS

15.4.1 The Acho Dene Koe First Nation has a right of access to all land and Water within the Acho Dene Koe Settlement Area for the purpose of the Harvesting of Plants under 15.1.2.

15.4.2 This right of access does not apply:

a) on lands held in fee simple, lands subject to an agreement for sale or lands subject to a surface lease;

b) where it conflicts with any activity carried out under an authorization granted by Government such as a timber licence or permit, a Forest Management agreement or land use permit;

c) on land reserved by the Government of Canada or the Government of the Northwest Territories in the name of any department or agency of the Government of Canada or the Government of the Northwest Territories:

  i) not exceeding 10 hectares, that is fenced or expressly identified as land within which access for the Harvesting of Plants is not permitted; or

  ii) where the use of land would be visibly incompatible with the Harvesting of Plants, or

d) on lands or Waters that are administered or occupied by the Minister of National Defence, or lands or Waters temporarily being used for military exercises, from the time that notice has been given to the Acho Dene Koe First Nation until the temporary use is completed.

15.4.3 The Acho Dene Koe First Nation may establish and use Camps on Crown Lands within the Acho Dene Koe Settlement Area, subject to limitations on access set out in 15.4.2, provided such Camps are reasonably incidental to the Harvesting of Plants under 15.1.2.

15.4.4 The Final Agreement will not preclude the Acho Dene Koe First Nation from entering into an agreement with an owner, lessee or Government owning or using lands, which agreement provides for access and Harvesting of Plants by Acho Dene Koe Citizens in accordance with applicable Laws.

15.5.0 CONSULTATION

15.5.1 Government will Consult the Acho Dene Koe First Nation prior to introducing new Legislation, or amending existing Legislation, that could adversely affect the exercise of the right to Harvest Plants as set out in the Final Agreement.

15.5.2 Government will Consult the Acho Dene Koe First Nation prior to:

a) amending the terms of an existing commercial authorization to Harvest Plants;

b) authorizing a new commercial activity to Harvest Plants; or

c) permitting any commercial activity for the propagation or cultivation of Plants,

within the Acho Dene Koe Settlement Area, that could adversely affect the exercise of the right to Harvest Plants as set out in the Final Agreement.

15.6.0 PLANT MANAGEMENT

15.6.1 Prior to the Final Agreement, the Parties will address other aspects of Plant management within the Acho Dene Koe Settlement Area.

15.7.0 EMERGENCIES

15.7.1 Nothing in the Final Agreement will prevent any individual from Harvesting Plants for survival in an emergency.

CHAPTER 16: WILDLIFE, FISH AND MIGRATORY BIRDS HARVESTING COMPENSATION

16.1.0 DEFINITIONS
16.2.0 ABSOLUTE LIABILITY FOR LOSS OR DAMAGE
16.3.0 EXCEPTION FOR A NATIONAL PARK, A NATIONAL HISTORIC SITE ADMINISTERED BY PARKS CANADA OR A PROTECTED AREA
16.4.0 CLAIMS FOR COMPENSATION
16.5.0 OTHER RIGHTS AND REMEDIES
16.6.0 LIMITS OF LIABILITY

16.1.0 DEFINITIONS

16.1.1 The following definitions apply to this chapter only:

"Compensation" means a cash payment, either lump sum or a periodic payment, or non-monetary compensation such as replacement or substitution of damaged or lost property or equipment or relocation or transportation of Acho Dene Koe Citizens or equipment to a different harvesting locale or a combination of such elements.

"Project" means a commercial or industrial undertaking, any municipal, territorial or federal government undertaking or extension thereof, on land or water within the Acho Dene Koe Settlement Area, but does not include a Wildlife, Fish, or Migratory Bird Harvesting activity.

16.2.0 ABSOLUTE LIABILITY FOR LOSS OR DAMAGE

16.2.1 Where a Developer is engaged in a Project within the Acho Dene Koe Settlement Area and that Project has caused:

a) loss or damage to property or equipment used to Harvest Wildlife, Fish or Migratory Birds pursuant to 12.1.1, 13.1.1, and 14.1.1 respectively;

b) loss or damage to Wildlife, Fish or Migratory Birds in possession Harvested pursuant to 12.1.1, 13.1.1, and 14.1.1 respectively;

c) present or future loss of income from Harvesting of Furbearers pursuant to 13.4.0; or

d) present or future loss of the right to Harvest Wildlife, Fish or Migratory Birds which, would reasonably be Harvested pursuant to 12.1.1, 13.1.1, and 14.1.1 but for the project,

the Developer will be absolutely liable, without proof of fault or proof of negligence, to the Acho Dene Koe First Nation , Acho Dene Koe Citizen, as the case may be.

16.2.2 The Acho Dene Koe First Nation, any Acho Dene Koe Institutions or an Acho Dene Koe Citizen, as the case may be, will make reasonable efforts to mitigate any losses or damages referred to in 16.2.1.

16.2.3 Prior to the Final Agreement, the Parties will address the issue of when a Developer will not be liable for loss or damage under 16.2.1.

16.3.0 EXCEPTION FOR A NATIONAL PARK, A NATIONAL HISTORIC SITE ADMINISTERED BY PARKS CANADA OR A PROTECTED AREA

16.3.1 A Developer will not be liable under 16.2.1 for losses suffered by the Acho Dene Koe First Nation, any Acho Dene Koe Institutions or an Acho Dene Koe Citizen as a result of the establishment of a Protected Area, a National Park, or the acquisition of a National Historic Site administered by Parks Canada or any lawful activity within a Protected Area, a National Park, or a National Historic Site administered by Parks Canada, except for direct loss or damage to property or equipment used in Wildlife, Fish or Migratory Bird Harvesting or to Wildlife, Fish or Migratory Birds Harvested pursuant to the Final Agreement.

16.4.0 CLAIMS FOR COMPENSATION

16.4.1 Upon discovery of damage or a loss under 16.2.1 and in accordance with any applicable limitation periods established by Legislation, an Acho Dene Koe Citizen or the Acho Dene Koe First Nation on behalf of an Acho Dene Koe Citizen, as the case may be, will provide to the Developer written notice of a claim for Compensation.

16.4.2 Following the Developer receiving a notice of a claim for Compensation, an Acho Dene Koe Citizen or the Acho Dene Koe First Nation and the Developer will meet and attempt to resolve the claim.

16.4.3 If an agreement is not reached under 16.4.2, the Developer, the Acho Dene Koe Citizen or the Acho Dene Koe First Nation may refer the dispute for resolution in accordance with chapter 31, Dispute Resolution within 30 days of the receipt by the Developer of a notice of a claim for Compensation.

16.4.4 Chapter 31, Dispute Resolution will set out the specific powers of an arbitrator relating to references under 16.4.3.

16.4.5 A Developer, Acho Dene Koe Citizen or the Acho Dene Koe First Nation referring a dispute under 16.4.3, waives the right to bring court action.

16.5.0 OTHER RIGHTS AND REMEDIES

16.5.1 The Acho Dene Koe First Nation and a Developer may enter into an agreement that replaces or modifies the Developer's liabilities and obligations under this chapter. Any such agreement will be binding on Acho Dene Koe Citizens.

16.6.0 LIMITS OF LIABILITY

16.6.1 Legislation may provide for the limits of liability of Developers, the burden of proof on claimants, limitation periods for making claims and any other matters not inconsistent with the Final Agreement.

CHAPTER 17: ACHO DENE KOE CULTURE

17.1.0 DEFINITION
PART I RIGHT TO PRACTICE ACHO DENE KOE CULTURE
17.2.0 RIGHT TO PRACTICE ACHO DENE KOE CULTURE

PART II LAW MAKING POWERS
17.3.0 GENERAL
17.4.0 CONFLICT OF LAWS

17.1.0 DEFINITION

17.1.1 The following definition applies to this chapter:

"Conservation", for the purposes of this chapter, means the safeguarding of a Heritage Resource so as to retain its heritage value and extend its physical life.

PART I - RIGHT TO PRACTICE ACHO DENE KOE CULTURE

17.2.0 RIGHT TO PRACTICE ACHO DENE KOE CULTURE

17.2.1 Prior to the Final Agreement, the Parties will address the Acho Dene Koe First Nation's right to practice its culture and to use the Meh Cho La Dene language.

17.2.2 For greater certainty, nothing in 17.1.1 creates or implies any financial obligations or service delivery responsibilities on the part of any of the Parties.

PART II - LAW MAKING POWERS

17.3.0 GENERAL

17.3.1 The Acho Dene Koe Government has law making powers that are applicable on Acho Dene Koe Settlement Lands in respect of:

a) the Conservation, protection, designation and management of historical and cultural sites;

b) public access to historical and cultural sites;

c) Heritage Resources owned by the Acho Dene Koe First Nation;

d) the practice of traditional medicine by Acho Dene Koe Citizens, including the certification of such practitioners; and

e) the cremation or interment of Acho Dene Koe human remains that are found on Acho Dene Koe Settlement Lands or Acho Dene Koe human remains that are transferred to the Acho Dene Koe First Nation by the Government of Canada, the Government of the Northwest Territories, or any other Person.

17.3.2 The Acho Dene Koe Government under 17.3.1 will:

a) establish standards and processes for the Conservation and protection of historical and cultural sites; and

b) ensure that the Minister is provided with information related to:

i) the location of historical and cultural sites; and

ii) any materials recovered from historical and cultural sites.

17.3.3 For greater certainty, the Government of Canada retains its law making powers on lands and resources under its administration with respect to the Conservation, protection, identification and management of Heritage Resources, including Acho Dene Koe Heritage Resources, Archeological Sites and artifacts.

17.3.4 The law making power set out in 17.3.1 does not include law making power affecting private property rights in Heritage Resources.

17.4.0 CONFLICT OF LAWS

17.4.1 Acho Dene Koe Laws under 17.3.1 prevail to the extent of a conflict with Legislation.

CHAPTER 18: HERITAGE RESOURCES

PART I DEFINITION

PART II ARCHAEOLOGICAL SITES
18.2.0 GENERAL
18.3.0 HERITAGE RESOURCES AND ARCHAEOLOGICAL PERMITS ON LANDS ADMINISTERED BY PARKS CANADA

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18.11.0 ARCHIVAL RECORDS

PART I - DEFINITION

18.1.0 The following definition applies to this chapter:

"Conservation", for the purposes of this chapter, means the safeguarding of a Heritage Resource so as to retain its heritage value and extend its physical life.

"**Archival Materials**", for the purposes of this chapter, means records that have enduring value and include unpublished manuscripts, correspondence, photographs, audiovisual materials or other multimedia, cartographic and pictorial materials regardless of the form in which they are preserved, but does not include institutional records currently in use, publications or other expressive works produced for public consumption.

"**Archival Record**" means documents that have enduring value and includes unpublished manuscripts, correspondance, photographs, audiovisual materials or other multimedia, cartographic and pictorial materials regardless of the form in which they are preserved, but does not include institutional records currently in use, publications or other products for public consumption.

PART II - ARCHAEOLOGICAL SITES

18.2.0 GENERAL

18.2.1 The *Northwest Territories Archaeological Sites Regulations* continue to apply within the Acho Dene Koe Settlement Area.

18.2.2 Prior to issuing an Archaeological Permit, Government will:

a) in respect of an Archaeological Site on Acho Dene Koe Settlement Lands, verify that the applicant has obtained the written consent of the Acho Dene Koe First Nation to carry out the authorized archaeological activity; and

b) in respect of an Archaeological Site in the Acho Dene Koe Settlement Area outside Acho Dene Koe Settlement Lands, Consult the Acho Dene Koe First Nation regarding the archaeological activity.

18.2.3 Archaeological Permits in respect of Archaeological Sites on Acho Dene Koe Settlement Lands or in the Acho Dene Koe Settlement Area will follow the requirements as set out in the *Northwest Territories Archaeological Sites Regulations*.

18.3.0 HERITAGE RESOURCES AND ARCHAEOLOGICAL PERMITS ON LANDS ADMINISTERED BY PARKS CANADA

18.3.1 Parks Canada will notify the Acho Dene Koe First Nation when a Heritage Resource, archaeological artifact or archaeological site is found on lands administered by Parks Canada in the Acho Dene Koe Settlement Area.

18.3.2 Archaeological permits issued on lands administered by Parks Canada in the Acho Dene Koe Settlement Area will be issued in accordance with Parks Canada policies and procedures and will follow the requirements set out therein.

18.3.3 Prior to issuing an archaeological permit on lands administered by Parks Canada in the Acho Dene Koe Settlement Area, Parks Canada will notify the Acho Dene Koe First Nation of the permit application and will Consult when the archaeological activity:

a) may affect rights under the Final Agreement;

b) will affect a known Acho Dene Koe Heritage Resource;

c) will affect an archaeological site that is directly associated with the Acho Dene Koe First Nation; or

d) will affect an archaeological site with aboriginal components.

18.3.4 Notwithstanding 18.3.3, in the event of an emergency, Parks Canada may issue an archaeological permit on lands administered by Parks Canada in the Acho Dene Koe Settlement Area without first Consulting the Acho Dene Koe First Nation, but will notify the Acho Dene Koe First Nation of the permit issuance as soon as practicable thereafter.

18.3.5 Parks Canada and the Acho Dene Koe First Nation recognise that Acho Dene Koe Heritage Resources and archaeological sites may be associated with other groups or communities. At times, Parks Canada may also notify or consult other people or aboriginal groups in respect of an archaeological permit and take their views into consideration.

18.3.6 At the request of the Acho Dene Koe First Nation, Parks Canada and the Acho Dene Koe First Nation will negotiate an agreement setting out the protocols to be followed in respect of Acho Dene Koe Burial Sites, Acho Dene Koe archaeological human remains and associated grave goods on lands administered by Parks Canada in the Acho Dene Koe Settlement Area or in the permanent collection of Parks Canada.

PART III - HERITAGE RESOURCES

18.4.0 GENERAL

18.4.1 Acho Dene Koe Heritage Resources are important to the culture and history of the Acho Dene Koe First Nation.

18.4.2 Nothing in this chapter will be interpreted as creating ownership rights in Heritage Resources for the Acho Dene Koe First Nation.

18.4.3 Where the Acho Dene Koe First Nation identifies an issue of concern arising out of the administration of existing Legislation or existing

Government policy in respect of Acho Dene Koe Heritage Resources, the Government that enacted the Legislation or created the policy will discuss that concern with the Acho Dene Koe First Nation and will respond in writing.

18.5.0 MANAGEMENT OF HERITAGE RESOURCES

18.5.1 The Acho Dene Koe First Nation will have custodial care of Heritage Resources on Acho Dene Koe Settlement Lands. This does not apply to Heritage Resources which are owned by an individual, a partnership, a Corporation, a trust or an unincorporated association.

18.5.2 The Acho Dene Koe First Nation will notify Government when a Heritage Resource is found on Acho Dene Koe Settlement Lands or in the Acho Dene Koe Settlement Area.

18.5.3 Government will notify the Acho Dene Koe First Nation when a Heritage Resource is found outside Acho Dene Koe Settlement Lands but within the Acho Dene Koe Settlement Area.

18.5.4 As soon as practicable after the Effective Date, the Parties will develop guidelines to address the potential effect of land use activities on Heritage Resources in the Acho Dene Koe Settlement Area, including:

a) conditions that should be attached to a land use permit issued by Government in respect of the presence of Heritage Resources on the lands to which the permit applies; and

b) the procedure that should be followed where Heritage Resources are discovered on the lands to which the land use permit applies.

18.5.5 In the absence of guidelines under 18.5.4, prior to issuing a land use permit in the Acho Dene Koe Settlement Area, Government will:

a) forward a copy of the land use permit application to the Acho Dene Koe First Nation and the Government agency responsible for Heritage Resources; and

b) seek advice from the Acho Dene Koe First Nation concerning the presence of Heritage Resources on the lands to which the land use permit will apply.

18.6.0 ACCESS TO AND CARE OF ACHO DENE KOE HERITAGE RESOURCES

18.6.1 Acho Dene Koe Heritage Resources which have been removed from the Acho Dene Koe Settlement Area may be located or displayed in the Northwest Territories, on a temporary or continuing basis, provided that:

a) appropriate facilities and expertise exist in the Northwest Territories which are capable of maintaining such Acho Dene Koe Heritage Resources for future generations; and

b) such relocation is compatible with procedures governing the maintenance of public archives and national and territorial Heritage Resource collections.

18.6.2 Opportunities for employment of qualified Acho Dene Koe Citizens at public sites, museums, Acho Dene Koe Heritage Resource Projects, Archaeological Sites and similar public facilities and Projects related to Heritage Resources in the Acho Dene Koe Settlement Area, may be set out:

a) in an agreement between Government and the Acho Dene Koe First Nation in relation to the site or area where the facility or Project is located; or

b) where there is no such agreement, in the management or work plans for the site or facility. The Acho Dene Koe First Nation will be Consulted in the development of such plans.

18.6.3 These opportunities for employment will be consistent with Legislation and employment policies.

18.7.0 HUMAN REMAINS

18.7.1 At the request of the Acho Dene Koe First Nation, Government will transfer possession of any Acho Dene Koe First Nation human remains and associated grave goods in its permanent possession to the Acho Dene Koe First Nation, in accordance with applicable Legislation and Government policies.

18.7.2 Where there is a disagreement between or among aboriginal groups-or an individual about the identification or transfer of the human remains, the Acho Dene Koe First Nation will provide Government with written confirmation that such a disagreement has been resolved in favour of the

Acho Dene Koe First Nation, before the transfer referred to in 18.7.1 occurs.

18.8.0 BURIAL SITES

18.8.1 A person will notify Government as soon as practicable upon discovering a suspected Burial Site in the Acho Dene Koe Settlement Area.

18.8.2 The location of Burial Sites in the Acho Dene Koe Settlement Area other than Burial Sites in cemeteries will be recorded by Government as they become known. Government will indicate in that record those Burial Sites that are associated with the Acho Dene Koe First Nation.

18.8.3 Subject to 18.8.5, an Acho Dene Koe Burial Site on Acho Dene Koe Settlement Lands will not be surveyed or disturbed without the written consent of the Acho Dene Koe First Nation.

18.8.4 Any person having received the consent of the Acho Dene Koe First Nation, who is surveying or disturbing an Acho Dene Koe Burial Site will take appropriate measures to respect the dignity of the Burial Site and of any human remains and associated grave goods therein.

18.8.5 Any Burial Site or human remains on Acho Dene Koe Settlement Lands may be disturbed by police or the coroner, where authorized by Legislation, without the consent of the Acho Dene Koe First Nation, if such action is required in relation to a police or coroner investigation.

18.8.6 At the request of one of the Parties, the Parties will jointly develop procedures for the protection of Acho Dene Koe Burial Sites in the Acho Dene Koe Settlement Area. If they fail to agree on those procedures, one of the Parties may refer the matter for resolution in accordance with chapter 31, Dispute Resolution.

18.9.0 PLACE NAMES

18.9.1 The Acho Dene Koe First Nation may, in accordance with its own procedures and policies and for its own purposes name or rename geographical features and locations wholly or partly in the Acho Dene Koe Settlement Area.

18.9.2 Where the Acho Dene Koe First Nation proposes a name for a geographical feature or location wholly or partly in the Acho Dene Koe

Settlement Area, Government and the Acho Dene Koe First Nation will attempt to reach an agreement on an official name, in accordance with federal and territorial standards and practices guiding the naming of geographical features and locations, and taking into account the integral role that place names play in the living history of Acho Dene Koe Citizens and other Aboriginal Peoples.

18.9.3 Government will recognize any name agreed to under 18.9.2 as an official place name.

18.9.4 Nothing in 18.9.2 or 18.9.3 will preclude Government from giving consideration to other proposals for official names of geographical features or locations wholly or partly in the Acho Dene Koe Settlement Area.

18.9.5 Government will notify the Acho Dene Koe First Nation prior to recognizing a name for a geographical feature or location wholly or partly in the Acho Dene Koe Settlement Area where the proposed name has not been the subject of discussion in 18.9.2.

18.9.6 Acho Dene Koe First Nation Place names recognized as official under 18.9.3 or 18.9.5 will be included in accordance with federal map production specifications on National Topographic System map sheets when they are revised and on other maps when they are produced or revised by Canada.

18.10.0 ARCHIVAL MATERIALS

18.10.1 In accordance with Government policies and procedures on access to and duplication of records, and subject to access to information, protection of privacy and copyright Legislation and to agreements respecting the Archival Materials, Government will make copies available to the Acho Dene Koe First Nation respecting Archival Materials in Government custody relating to the Acho Dene Koe First Nation. Requests will be managed according to organizational service standards, and will be treated on at least as a favourable a basis as similar requests from other institutions.

18.11.0 ARCHIVAL RECORDS

18.11.1 In accordance with Government policies and procedures on access to and duplication of records, and subject to access to information, protection of privacy and copyright Legislation and to agreements respecting the records, Government will make available to the Acho Dene Koe First Nation for copying Archival Records in Government custody relating to the Acho Dene Koe First Nation.

CHAPTER 19: GOVERNANCE AND ELECTIONS

19.1.0 GENERAL
19.2.0 STRUCTURE
19.3.0 ACHO DENE KOE FIRST NATION CONSTITUTION
19.4.0 LEGAL STATUS
19.5.0 LAW MAKING POWERS
19.6.0 OPERATIONAL MATTERS
19.7.0 REGISTRY OF LAWS
19.8.0 DELEGATION
19.9.0 SPECIAL ASSEMBLY
19.10.0 ELECTIONS AND ELECTED BODIES FOR THE ACHO DENE KOE GOVERNMENT
19.11.0 ENTITLEMENT TO VOTE FOR THE ACHO DENE KOE GOVERNMENT AND ELECTED ACHO DENE KOE INSTITUTIONS
19.12.0 ENTITLEMENT TO STAND FOR ELECTION TO THE ACHO DENE KOE GOVERNMENT AND ELECTED ACHO DENE KOE INSTITUTIONS

19.1.0 GENERAL

19.1.1 As of the Effective Date, the Acho Dene Koe First Nation, the Government of Canada and the Government of the Northwest Territories recognize that the Acho Dene Koe Government is the government exercising the law making powers set out in the Final Agreement on behalf of the Acho Dene Koe First Nation.

19.1.2 19.1.1 does not directly or indirectly imply recognition by the Government of Canada or the Government of the Northwest Territories of any law making powers of the Acho Dene Koe Government having a source outside the Final Agreement.

19.1.3 The Acho Dene Koe First Nation will act through the Acho Dene Koe Government in exercising its rights, powers, privileges and authorities, and in carrying out its duties, functions and obligations.

19.1.4 On the Effective Date, the Acho Dene Koe Government on behalf of the Acho Dene Koe First Nation will hold all assets exclusively provided to Acho Dene Koe Citizens on such terms as may be provided for in the Final Agreement.

19.2.0 STRUCTURE

19.2.1 The Acho Dene Koe Government consists of:

a) the Chief who:

   i) is the leader of the Acho Dene Koe Government;

   ii) will be elected by Acho Dene Koe Citizens for a term not exceeding 5 years;

   iii) is an Acho Dene Koe Citizen; and

   iv) will preside over and be a voting member of the Council.

b) the Council:

   i) that is the legislative branch of the Acho Dene Koe Government;

   ii) that will have "X" members, including the Chief;

   iii) that will have overall responsibility for the administration of the Acho Dene Koe Government; and

   iv) whose members will be elected by Acho Dene Koe Citizens for a term not exceeding 5 years.

19.3.0 ACHO DENE KOE FIRST NATION CONSTITUTION

19.3.1 The Acho Dene Koe First Nation Constitution will:

a) confirm that the Acho Dene Koe First Nation will act through the Acho Dene Koe Government in exercising its rights, powers and privileges;

b) provide for a democratic Acho Dene Koe Government, including its duties, composition, and membership;

c) provide that all members of the Acho Dene Koe Government will be elected;

d) provide that the Acho Dene Koe Government is democratically accountable with elections at least every 5 years;

e) require a system of financial administration with standards comparable to those generally accepted for governments in Canada, through which the Acho Dene Koe Government will be financially accountable to Acho Dene Koe Citizens;

f) require conflict of interest rules comparable to those generally accepted for governments in Canada;

g) provide for the establishment of elected or non-elected Acho Dene Koe Institutions and establishing Corporations and societies pursuant to Legislation;

h) provide that the Acho Dene Koe First Nation Band Council and the Fort Liard Métis Local 67 representatives that are in office immediately before the Effective Date will act as the interim Acho Dene Koe Government until replaced;

i) set out principles to be followed by the Acho Dene Koe Government in carrying out its duties, functions and obligations, including when enacting Acho Dene Koe Laws;

j) confirm that an Acho Dene Koe Law that is inconsistent with the Acho Dene Koe First Nation Constitution is, to the extent of the inconsistency, of no force and effect;

k) require a process for the enactment of Acho Dene Koe Laws by the Acho Dene Koe Government;

l) confirm that the *Canadian Charter of Rights and Freedoms* applies to the Acho Dene Koe Government, any Acho Dene Koe Institutions and Acho Dene Koe Citizens;

m) provide for the holding of Special Assemblies of the Acho Dene Koe Government;

n) provide for a process of approval by the Acho Dene Koe First Nation of an amendment to the Final Agreement;

o) provide for a process for amendment of the Acho Dene Koe First Nation Constitution; and

p) provide for other matters that are deemed necessary.

19.4.0 LEGAL STATUS

19.4.1 The Acho Dene Koe First Nation is a legal entity with the legal capacity of a natural person.

19.5.0 LAW MAKING POWERS

19.5.1 The Acho Dene Koe Government has law making powers with respect to:

a) the management and exercise of rights and benefits provided to Acho Dene Koe First Nation under the Final Agreement, including rights and benefits related to Harvesting of Fish, Wildlife, Migratory Birds, Plants, and Trees in the Acho Dene Koe Settlement Area;

b) Acho Dene Koe Settlement Lands as set out in chapter 3, Acho Dene Koe Settlement Lands;

c) Elections, by-elections and referenda for the Acho Dene Koe Government;

d) administration, management and operation of the Acho Dene Koe Government including:

  i) creating elected or non-elected Acho Dene Koe Institutions;

  ii) establishing Corporations and societies pursuant to Legislation;

  iii) providing for the privileges and immunities for the members of the Council of the Acho Dene Koe Government consistent with those applicable to the members of the Legislative Assembly of the NWT;

  iv) limiting personal liability of elected or appointed members, officials, employees and agents of the Acho Dene Koe Government and any Acho Dene Koe Institutions, provided that the Acho Dene Koe Government retains liability for their acts or omissions pursuant to the doctrine of vicarious liability;

v) providing for the financial administration of the Acho Dene Koe Government; and

vi) privacy and access to information.

e) the use, possession and management of:

i) the assets of the Acho Dene Koe First Nation and any Acho Dene Koe Institution and Acho Dene Koe Enterprises that are located on Acho Dene Koe Settlement Lands; and

ii) the assets of the Acho Dene Koe First nation and any Acho Dene Koe Insitution and Acho Dene Koe Enterprises that are located off Acho Dene Koe Settlement Lands.

f) for greater certainty, the law making power under 19.5.1 e) does not include the authority to make laws in respect of creditor's rights and remedies;

g) for conditions under which the Acho Dene Koe First Nation may dispose of land or interests in lands other than Acho Dene Koe Settlement Lands; and

h) any other subject as set out in the Final Agreement.

19.5.2 Acho Dene Koe Law under 19.5.1 e) ii) prevails to the extent of a Conflict with Law.

19.5.3 Law prevails to the extent of a Conflict with Acho Dene Koe Law under 19.5.1 e) i).

19.5.4 An Acho Dene Koe Law will provide for:

a) how the Acho Dene Koe Law is made, including:

i) requirements for notice;

ii) requirements for providing access to information;

iii) the circumstances under which hearings are held,

b) the circumstances under which the Acho Dene Koe Government may hold deliberations in private provided that all legislative sessions will be open to Acho Dene Koe Citizens;

c) a system of financial administration that is comparable to those of a government exercising similar law making power in Canada; and

d) the financial administration of the Acho Dene Koe Government, including the capacity to:

   i) borrow funds,

   ii) make or guarantee loans,

   iii) forgive debts, and

   iv) acquire or dispose of property.

19.6.0 OPERATIONAL MATTERS

19.6.1 The Acho Dene Koe First Nation will provide for conflict of interest rules for the Acho Dene Koe Government and any Acho Dene Koe Institutions that are comparable to those of a government exercising similar jurisdiction in Canada.

19.7.0 REGISTRY OF LAWS

19.7.1 The Acho Dene Koe First Nation will:

a) maintain a registry of all Acho Dene Koe Laws, including amendments:

   i) in the English language, which will be the authoritative version;

   ii) in the Meh Cho La Dene language, at its discretion; and

   iii) establish procedures for the entry into force of, publication of, and access to Acho Dene Koe Laws.

19.7.2 The Acho Dene Koe First Nation will provide the Government of Canada and the Government of the Northwest Territories with copies of all Acho Dene Koe Laws for information purposes.

19.8.0 DELEGATION

19.8.1 The Acho Dene Koe First Nation may contract with another person or entity to deliver a specific program or service.

19.8.2 The Acho Dene Koe First Nation may delegate any of its powers, except the power to make laws to:

a) a body or official established by an Acho Dene Koe Law;

b) Government, including a department, agency or office of Government;

c) a board or other public body established by Legislation; or

d) a municipal Corporation.

Any delegation set out in this provision will be made in such a manner so as to retain accountability to Acho Dene Koe Citizens.

19.8.3 The Acho Dene Koe First Nation may enter into agreements to receive powers, including powers to enact laws by delegation.

19.8.4 A delegation or contract under 19.8.2 or 19.8.3 must be in writing and agreed to by the Acho Dene Koe First Nation.

19.9.0 SPECIAL ASSEMBLY

19.9.1 There will be at least one Special Assembly each year at which the Acho Dene Koe First Nation will report to Acho Dene Koe Citizens on its activities and operations.

19.10.0 ELECTIONS AND ELECTED BODIES FOR THE ACHO DENE KOE GOVERNMENT

19.10.1 The Acho Dene Koe Government has law making powers with respect to elections for the Acho Dene Koe Government and elected Acho Dene Koe Institutions.

19.10.2 Acho Dene Koe Law made pursuant to 19.10.1 will:

a) apply to all Acho Dene Koe Citizens who are at least 18 years of age;

b) ensure elections are fair and open;

c) ensure elections are conducted by secret ballot;

d) provide that only eligible voters enrolled on the Acho Dene Koe Register may vote for the elected Acho Dene Koe Institutions;

e) provide for the conduct of elections by the Acho Dene Koe First Nation; and

f) provide for appeals relating to the process, conduct or results of an election.

19.11.0 ENTITLEMENT TO VOTE FOR THE ACHO DENE KOE GOVERNMENT AND ELECTED ACHO DENE KOE INSTITUTIONS

19.11.1 Acho Dene Koe Law will provide that every individual who:

a) is at least eighteen (18) years of age;

b) is a Canadian citizen; and

c) is an Acho Dene Koe Citizen,

is entitled to vote for the Chief, Council of Acho Dene Koe Government and for the elected Acho Dene Koe Institutions.

19.12.0 ENTITLEMENT TO STAND FOR ELECTION TO THE ACHO DENE KOE GOVERNMENT AND ELECTED ACHO DENE KOE INSTITUTIONS

19.12.1 A person entitled to vote under 19.11.1 has the right to stand for election for the Chief, Council of the Acho Dene Koe Government and to stand for election to the elected Acho Dene Koe Institutions.

CHAPTER 20: LAW MAKING POWERS ON ACHO DENE KOE SETTLEMENT LANDS

20.1.0 **GENERAL**
20.2.0 **LIMITATIONS**
20.3.0 **CONFLICT OF LAWS**

20.1.0 GENERAL

20.1.1 The Acho Dene Koe Government has law making powers with respect to the use, administration, management, control and protection of Acho Dene Koe Settlement Lands including:

a) the renewable resources, excluding Wildlife, Fish and Migratory Birds; and

b) the non-renewable resources,

found thereon.

20.1.2 The Acho Dene Koe Government has law making powers over land use plans for Acho Dene Koe Settlement Lands. An Acho Dene Koe land use plan will be consistent with the provisions of the Final Agreement and Legislation.

20.1.3 The regulation of land, Water and the environment on Acho Dene Koe Settlement Lands will be carried out within the regulatory framework set out in the *Mackenzie Valley Resource Management Act* and other Legislation.

20.2.0 LIMITATIONS

20.2.1 The law making powers of the Acho Dene Koe Government in 20.1.1 do not include matrimonial property or matters related to family property set out in the *Family Law Act*.

20.2.2 Nothing in the Final Agreement will affect any responsibility of Government for the fighting of forest fires.

20.2.3 The law making powers set out in 20.1.1 do not include the power to make laws:

a) authorizing the use of Water or the deposit of Waste in Water on Acho Dene Koe Settlement Lands;

b) establishing a permitting system for the use of the surface of Acho Dene Koe Settlement Lands;

c) imposing any conditions on the exercise of an interest listed in Appendix "X", or any renewals, replacements, transfers or extensions of term thereof; and

d) respecting environmental assessment.

20.2.4 The Acho Dene Koe Government will have formal discussions with Government before enacting a law in relation to matters set out in 20.1.1.

20.2.5 Prior to the Final Agreement, the Parties will discuss whether additional limitations to the Acho Dene Koe Government's law making powers are required.

20.3.0 CONFLICT OF LAWS

20.3.1 An Acho Dene Koe Law prevails to the extent of a conflict with Legislation respecting:

a) granting of interests in Acho Dene Koe Settlement Lands;

b) the expropriation of such interests, subject to chapter 4, Expropriation, except for interests held by Government;

c) licensing of businesses, occupations and business activities of a local nature on Acho Dene Koe Settlement Lands;

d) the requirement for an authorization from the Mackenzie Valley Land and Water Board for the use of Acho Dene Koe Settlement Lands where the Legislation otherwise provides an exemption from such a requirement; and

e) access on Acho Dene Koe Settlement Lands subject to chapter 8, Access.

20.3.2 Subject to 20.3.1, in the event of a conflict between an Acho Dene Koe Law enacted pursuant to this chapter and Legislation, Legislation prevails to the extent of the conflict.

CHAPTER 21: JUSTICE

21.1.0 GENERAL
21.2.0 SANCTIONS
21.3.0 ENFORCEMENT
21.4.0 PROSECUTIONS
21.5.0 JUSTICE OF THE PEACE
21.6.0 TERRITORIAL COURTS
21.7.0 SUPREME COURT OF THE NORTHWEST TERRITORIES
21.8.0 PROCEDURES
21.9.0 ADMINISTERING SANCTIONS
21.10.0 ALTERNATIVE DISPUTE RESOLUTION
21.11.0 APPEAL, REHEARING AND REVIEW OF DECISIONS
21.12.0 ADMINISTRATIVE BOARDS AND TRIBUNALS

21.1.0 GENERAL

21.1.1 In this chapter, "**Justice of the Peace**" means a justice of the peace appointed under the *Justices of the Peace Act*.

21.2.0 SANCTIONS

21.2.1 Subject to section 21.2.2 and 21.2.3, Acho Dene Koe Laws may provide for the imposition of sanctions for violations of Acho Dene Koe Laws.

21.2.2 Sanctions imposed for violations of Acho Dene Koe Laws will be proportionate to the seriousness of the regulatory offence and to the responsibility of the regulatory offender, and will not exceed sanctions which are imposed for comparable regulatory offences under Legislation.

21.2.3 Where there is no comparable regulatory offence under Legislation, the Acho Dene Koe Law may provide for a maximum sanction that does not exceed the amounts applicable to summary conviction offences under the *Summary Conviction Procedures Act* (NWT) or section 787 of the *Criminal Code* (Canada).

21.2.4 Acho Dene Koe Law may provide for alternative sanctions that are consistent with the culture and values of the Acho Dene Koe First Nation, provided that such sanctions will not be imposed on a Person without his or her consent.

21.2.5 Where a victim's participation is required for a sanction under 21.2.4 to be carried out, the victim's consent must be obtained.

21.2.6 For greater certainty, if the consents referred to in 21.2.4 or 21.2.5 are not obtained, a fine or term of imprisonment under section 21.2.1 may be imposed on the offender.

21.2.7 Notwithstanding 21.2.2, 21.2.3 and 21.2.4, prior to the Final Agreement, the Parties will negotiate and attempt to reach agreement in respect of the law making powers of the Acho Dene Koe Government in respect of fines and penalties, where an agreement with respect to taxation has been entered into under 26.3.1.

21.3.0 ENFORCEMENT

21.3.1 The Acho Dene Koe First Nation is responsible for the enforcement of Acho Dene Koe Laws.

21.3.2 In order to enforce Acho Dene Koe Laws, the Acho Dene Koe Government may:

a) subject to 21.3.5, make laws in relation to the appointment of enforcement officials;

b) enter into arrangements with appropriate departments or enforcement agencies to provide for the enforcement of Acho Dene Koe Laws; or

c) enter into agreements with Government regarding the prosecution of violations of Acho Dene Koe Laws.

21.3.3 The Acho Dene Koe Law under this chapter does not include the authority to:

a) establish a police force, regulate police activities or appoint peace officers (including but not limited to police officers);

b) authorize the acquisition, possession, transport, carrying or use of a firearm, ammunition, prohibited weapon or prohibited device as these terms are defined in *Part III* of the *Criminal Code* (Canada); or

c) establish or maintain places of confinement except for police jails or lock-ups operated by a police service established under Legislation or as provided for in an agreement referred to in paragraph 21.3.2.

21.3.4 Nothing in the Acho Dene Koe Final Agreement will affect the Government of Canada's ability to require Acho Dene Koe Citizens to obtain licences or registration certificates, where applicable, for acquisition, possession, transport, carrying and use of firearms under federal Law.

21.3.5 The powers of an enforcement official appointed pursuant to an Acho Dene Koe Law under 21.3.2 a) will not exceed those provided by Legislation for officials enforcing similar laws in the Northwest Territories.

21.3.6 The Acho Dene Koe Government may make laws to establish training standards similar to those established by Government for its enforcement officials enforcing similar laws, including ensuring that any Acho Dene Koe enforcement officials are adequately trained to carry out their duties having regard to recruitment, selection and training standards for other enforcement officials carrying out similar duties in the Northwest Territories.

21.3.7 The Acho Dene Koe Government may make laws to establish accountability standards similar to those established by Government for its enforcement officials enforcing similar laws, including establishing and implementing procedures for responding to complaints against enforcement officials appointed by the Acho Dene Koe First Nation under 21.3.2 a).

21.4.0 PROSECUTIONS

21.4.1 The Acho Dene Koe First Nation is responsible for the prosecution of violations of Acho Dene Koe Laws before a court of competent jurisdiction.

21.4.2 The Acho Dene Koe First Nation may appoint individuals to be responsible for the prosecution of violations of Acho Dene Koe Laws or may enter into agreements with existing prosecution services for this purpose.

21.4.3 The Acho Dene Koe First Nation will ensure that prosecutorial services will be conducted in a manner consistent with the functions of a public prosecutor for the prosecution of similar types of offences in Canada.

21.5.0 JUSTICE OF THE PEACE

21.5.1 A Justice of the Peace may hear and determine a violation of an Acho Dene Koe Law if a similar matter is within the jurisdiction of a Justice of the Peace under Legislation.

21.6.0 TERRITORIAL COURTS

21.6.1 The Territorial Court will hear and determine a civil matter arising under an Acho Dene Koe Law or a prosecution for a violation of an Acho Dene Koe Law if a similar matter is within the jurisdiction of the Territorial Court under Legislation.

21.7.0 SUPREME COURT OF THE NORTHWEST TERRITORIES

21.7.1 A judge of the Supreme Court of the Northwest Territories has jurisdiction to hear an appeal of a decision of the Territorial Court or a Justice of the Peace in relation to a matter arising under an Acho Dene Koe Law.

21.7.2 A judge of the Supreme Court of the Northwest Territories has jurisdiction to hear and determine a civil matter arising under an Acho Dene Koe Law or a challenge to an Acho Dene Koe Law if a similar matter or challenge is within the jurisdiction of the Supreme Court of the Northwest Territories under Legislation.

21.7.3 In addition to any other remedy available to it, the Acho Dene Koe First Nation may enforce an Acho Dene Koe Law by applying to the Supreme Court of the Northwest Territories for an injunction in accordance with the Rules of the Supreme Court of the Northwest Territories.

21.8.0 PROCEDURES

21.8.1 Acho Dene Koe Law will adopt:

a) the summary conviction procedures of Part XXVII of the *Criminal Code* (Canada); or

b) Law relating to proceedings in respect of offences that are established by Law.

21.8.2 Any proceeding under 21.6.0 will follow the applicable rules of court.

21.8.3 Any proceeding under 21.7.0 will follow the Rules of the Supreme Court of the Northwest Territories.

21.9.0 ADMINISTERING SANCTIONS

21.9.1 The Government of the Northwest Territories is responsible for administering fines or terms of probation and imprisonment imposed by the Territorial Court or the Supreme Court of the Northwest Territories for violations of an Acho Dene Koe Law in the same manner as those imposed under Laws.

21.9.2 The Government of the Northwest Territories will pay to the Acho Dene Koe Government the proceeds of fines imposed by the Territorial Court or the Supreme Court of the Northwest Territories for violations of an Acho Dene Koe Law with the exception of any victims' of crime imposed by a court.

21.9.3 The Acho Dene Koe Government is responsible for administering sanctions created under 21.2.4 and for the alternative mechanisms established under 21.10.1.

21.10.0 ALTERNATIVE DISPUTE RESOLUTION

21.10.1 The Acho Dene Koe Government may make laws in relation to the creation of alternate mechanisms for resolution of civil disputes arising under Acho Dene Koe Laws.

21.10.2 The parties to a civil dispute arising under an Acho Dene Koe Law may use an alternative mechanism created pursuant to section 21.10.1 to resolve their dispute, as an alternative to litigation before the courts, only if each party to the civil dispute consents in writing to the use of the alternative mechanism to resolve their dispute.

21.10.3 Nothing in an Acho Dene Koe Law made pursuant to section 21.10.1 restricts the right of any person to resolve a dispute through the courts.

21.10.4 Nothing in 21.10.0 precludes a dispute resolution mechanism from being an extra-judicial procedure under the Rules of the Supreme Court of the Northwest Territories.

21.11.0 APPEAL, REHEARING AND REVIEW OF DECISIONS

21.11.1 The Acho Dene Koe Government will make laws:

a) providing for a right of appeal, or a right to seek a rehearing, to a Person who is directly affected by a decision of the Acho Dene Koe First Nation or an Acho Dene Koe Institution; and

b) establishing the appropriate appeal and rehearing procedures and mechanisms.

21.11.2 The Supreme Court of the Northwest Territories will have exclusive jurisdiction to hear a challenge to an Acho Dene Koe Law or an application for judicial review of a decision of the Acho Dene Koe First Nation or an Acho Dene Koe Institution except in relation to tax matters where the Parties otherwise conclude a tax agreement pursuant to 26.3.1.

21.11.3 Prior to challenging an Acho Dene Koe Law or applying for a judicial review under section 21.11.2, an applicant must exhaust all applicable mechanisms for review established under Acho Dene Koe Laws.

21.12.0 ADMINISTRATIVE BOARDS AND TRIBUNALS

21.12.1 An Acho Dene Koe Law may provide that Acho Dene Koe Institutions created in accordance with 19.5.1 d) i) may:

a) administer sanctions under 21.2.1 and 21.2.4;

b) perform the dispute resolution functions referred to in 21.10.0;

c) hear appeals and conduct rehearings referred to in 21.11.0; and

d) exercise other duties and functions assigned to them under Acho Dene Koe Law.

21.12.2 The Acho Dene Koe First Nation will provide for the independence of an Acho Dene Koe Institution created in accordance with 21.12.1 when exercising its powers in relation to the appointment, functions, compensation, accountability and financial management of an Acho Dene Koe Institution.

CHAPTER 22: ECONOMIC MEASURES

22.1.0 DEFINITIONS
22.2.0 GENERAL
22.3.0 GOVERNMENT OF CANADA PROGRAMS FOR ECONOMIC DEVELOPMENT
22.4.0 GOVERNMENT OF THE NORTHWEST TERRITORIES ECONOMIC DEVELOPMENT PROGRAMS
22.5.0 CONTRACTING BY THE GOVERNMENT OF CANADA
22.6.0 CONTRACTING BY THE GOVERNMENT OF THE NORTHWEST TERRITORIES

22.1.0 DEFINITIONS

22.1.1 **"Government of the Northwest Territories Economic Development Programs"** means, for the purposes of this chapter, programs established by the Government of the Northwest Territories on a territory-wide basis with the primary objective of stimulating business activities.

22.2.0 GENERAL

22.2.1 The provisions of this chapter are intended to be implemented through programs and policies in place from time to time without imposing any additional financial obligations on Government.

22.2.2 For greater certainty, nothing in this chapter affects the eligibility of Acho Dene Koe First Nation, Acho Dene Koe Institutions, Acho Dene Koe Citizens or Acho Dene Koe Enterprises to participate in or benefit from Government of Canada economic development programs and Government of the Northwest Territories Economic Development Programs that are generally available to all residents of the Northwest Territories, all other residents of Canada, or all other aboriginal groups in Canada.

22.3.0 GOVERNMENT OF CANADA PROGRAMS FOR ECONOMIC DEVELOPMENT

22.3.1 Every three years, or at such other time as agreed, the Government of Canada will meet with the Acho Dene Koe First Nation and provide information about Government of Canada economic development programs that:

a) support the Acho Dene Koe traditional economy by promoting opportunities for:

    i) Acho Dene Koe Citizens to pursue traditional Harvesting activities; and

    ii) the marketing of renewable resource products and goods manufactured by Acho Dene Koe Citizens and Acho Dene Koe Enterprises; and

b) assist Acho Dene Koe Citizens to participate in economic activities by:

    i) providing assistance in the development of Acho Dene Koe Enterprises, preparing training plans and when necessary, identifying possible sources of financial assistance;

    ii) promoting access to capacity building, training and educational assistance for Acho Dene Koe Citizens;

    iii) encouraging the employment of Acho Dene Koe Citizens in major Projects and developments;

    iv) promoting opportunities for the employment of qualified Acho Dene Koe Citizens in the federal public service within the Acho Dene Koe Settlement Area by reviewing job qualifications and recruitment procedures to ensure appropriate integration of cultural factors, experience, or education; and

    v) encouraging the employment of qualified Acho Dene Koe Citizens in the Public Service of the Government of Canada within the Acho Dene Koe Settlement Area by reviewing job qualifications and recruitment procedures in order to remove inappropriate requirements in respect of cultural factors, experience or education.

22.3.2 Where the Government of Canada proposes a new Economic Development Program or a material amendment to an existing Economic Development Program, either of which affects 22.3.1, it will have formal discussions with the Acho Dene Koe First Nation.

22.4.0 GOVERNMENT OF THE NORTHWEST TERRITORIES ECONOMIC DEVELOPMENT PROGRAMS

22.4.1 Every three years, or at such other time as agreed, the Government of the Northwest Territories will meet with the Acho Dene Koe First Nation to provide information about any Government of the Northwest Territories Economic Development Programs that are available to the Acho Dene Koe First Nation, Acho Dene Koe Institutions, Acho Dene Koe Citizens, or Acho Dene Koe Enterprises which would:

a) encourage the pursuit of traditional Harvesting activities;

b) support the marketing of renewable resource products and other goods;

c) provide assistance toward the creation or growth of businesses; or

d) provide opportunities for training and educational assistance.

22.5.0 CONTRACTING BY THE GOVERNMENT OF CANADA

22.5.1 Prior to the Final Agreement, the Parties will address how the Government of Canada's International Legal Obligations may affect procurement.

22.5.2 Where Government of Canada carries out public activities wholly or partly in the Acho Dene Koe Settlement Area which give rise to contracting opportunities in the Acho Dene Koe Settlement Area, and Government of Canada elects to enter into contracts with respect to these activities, Government of Canada will:

a) follow its contracting policies including those that are intended to maximize local, regional and aboriginal employment and business opportunities;

b) determine whether to hold public sessions to provide information to potential contractors about the requirements of a specific contracting opportunity;

c) ensure, if practicable, that at least one such session is available in the Northwest Territories where it determines it will hold public sessions; and

d) provide opportunities for potential contractors to become familiar with the Government of Canada's contracting process, including bidding systems.

22.5.3 The Government of Canada will, on an annual basis, provide a report to the Acho Dene Koe First Nation on all available information that is reported in Federal Data Reporting Systems on the Government of Canada contracts awarded in the Acho Dene Koe Settlement Area. The Government of Canada will then, at the request of the Acho Dene Koe First Nation, meet with Acho Dene Koe Enterprises to provide them with information on Government of Canada contracting policies to support their ability to bid for Government of Canada contracts.

22.5.4 The Acho Dene Koe First Nation will prepare, maintain and update annually a comprehensive inventory of Acho Dene Koe Enterprises, together with information on the goods and services they would be in a position to supply in relation to contracts tendered by the Government of Canada, and will make this inventory available to the Government of Canada.

22.6.0 CONTRACTING BY THE GOVERNMENT OF THE NORTHWEST TERRITORIES

22.6.1 When the Government of the Northwest Territories intends to carry out public activities on Acho Dene Koe Settlement Lands which give rise to contracting opportunities, and the Government of the Northwest Territories elects to enter into contracts with respect to those activities without going to public tender, Acho Dene Koe Citizens or Acho Dene Koe Enterprises will be given the first opportunity to negotiate such contracts, provided they satisfy all requirements particular to the contract including price.

22.6.2 Should negotiations referred to in 22.6.1 not result in a contract within the time specified by the project, the Government of the Northwest Territories may take the contract to a public process, including public tender, at its discretion and Acho Dene Koe Citizens or Acho Dene Koe Enterprises will be permitted to bid on the contract.

22.6.3 Where the Government of the Northwest Territories carries out public activities within the Acho Dene Koe Settlement Area which give rise to contracting opportunities and the Government of the Northwest Territories elects to enter into contracts with respect to those activities, the Government of the Northwest Territories preferential contracting policies and procedures intended to encourage local, regional and northern employment and business opportunities will be followed.

22.6.4 For greater certainty, nothing in this chapter will be construed to diminish the ability of the Government of the Northwest Territories to publicly tender contracts.

22.6.5 The Acho Dene Koe First Nation will prepare, maintain and update annually a comprehensive inventory of Acho Dene Koe Enterprises, together with information on the goods and services they would be in a position to supply in relation to contracts tendered by the Government of the Northwest Territories, and will make this inventory available to the Government of the Northwest Territories.

CHAPTER 23: MINERAL ROYALTIES

23.1.0 MACKENZIE VALLEY ROYALTIES
23.2.0 ANNUAL STATEMENT AND AUDIT
23.3.0 EXCESS MINERAL REVENUES
23.4.0 CONSULTATION

23.1.0 MACKENZIE VALLEY ROYALTIES

23.1.1 Prior to the Final Agreement, the Government of Canada and the Acho Dene Koe First Nation will calculate the amount of Mineral Royalties collected for the benefit of the Acho Dene Koe First Nation as provided under part 2 of the Dehcho Interim Resource Development Agreement, and this amount will be paid out in accordance with a schedule to be negotiated as part of the Final Agreement.

23.1.2 The Final Agreement will provide that Government will pay to the Acho Dene Koe First Nation, annually, an amount equal to:

a) 1.731 % of the first $2.0 million of Mineral Royalties received by Government in that year; and

b) 0.346 % of additional Mineral Royalties received by Government in that year.

23.1.3 Amounts payable by Government under this chapter will be calculated on the basis of amounts received by Government in respect of Minerals produced following the Effective Date of the Final Agreement and will be paid to the Acho Dene Koe First Nation as soon as practicable after each calendar year quarter.

23.1.4 Amounts payable by Government under 3.6.1 and 3.6.2 of chapter 3, Acho Dene Koe Settlement Lands and amounts payable to other Aboriginal Peoples under any similar provision in another Land Claims Agreement, Land and Resource Agreement or self-government agreement in the Mackenzie Valley will not be considered as amounts received by Government for the purpose of 23.1.3.

23.1.5 The Government of Canada is discharged from all undertakings and obligations, if any, to the Acho Dene Koe First Nation in respect of the Norman Wells Proven Area.

23.2.0 ANNUAL STATEMENT AND AUDIT

23.2.1 Following the Effective Date, Government will provide annually to the Acho Dene Koe First Nation, a statement indicating the basis on which Mineral Royalties were calculated for the preceding year.

23.2.2 On the request of the Acho Dene Koe First Nation, Government will request the Auditor General to verify the accuracy of the information in the annual statements.

23.3.0 EXCESS MINERAL REVENUES

23.3.1 The Acho Dene Koe First Nation will share Excess Mineral Revenues on Acho Dene Koe Settlement Lands with the Aboriginal Peoples who have completed Land Claims Agreements in the Mackenzie Valley.

23.3.2 The Final Agreement will establish a mechanism through which the Acho Dene Koe First Nation will share Excess Mineral Revenues on Acho Dene Koe Settlement Lands with other Aboriginal Peoples who have completed Land Claims Agreements in the Mackenzie Valley.

23.4.0 CONSULTATION

23.4.1 Government will Consult the Acho Dene Koe First Nation on any proposed Legislation to amend the Mineral Royalty payable to Government.

23.4.2 Where Government has formal discussions with third parties on proposed changes to the fiscal regime under 23.1.2 affecting the Mineral Royalty payable to Government, it will also Consult the Acho Dene Koe First Nation.

CHAPTER 24: FINANCIAL PAYMENTS

24.1.0 CAPITAL TRANSFER
24.2.0 NEGOTIATION LOANS REPAYMENTS

24.1.0 CAPITAL TRANSFER

24.1.1. The Government of Canada will make a Capital Transfer of $14,697,971.00 to the Acho Dene Koe First Nation in accordance with the provisions of the Final Capital Transfer Payments Schedule referred to in 24.1.2.

24.1.2 A provisional schedule of payments will be negotiated prior to the Final Agreement which will provide:

a) a first payment on the Effective Date and subsequent payments on each anniversary of the Effective Date;

b) the net present value of the amounts listed in the provisional schedule of payments will equal the amount in the Final Capital Transfer Payments Schedule; and

c) the net present value referred to in paragraph ii) will be calculated using as a discount rate, the most recently approved amortized Consolidated Revenue Fund Lending Rate available prior to the initialling of the Final Agreement, less one eighth of one percent.

24.1.3 The Final Capital Transfer Payments Schedule will be determined prior to the Effective Date by multiplying each amount in the provisional schedule by the value of the latest available quarterly Final Domestic Demand Implicit Price Index and by dividing the resulting product by the value of the Final Domestic Demand Implicit Price Index for the quarter in which the amount in paragraph 24.1.1 is offered.

24.2.0 NEGOTIATION LOANS REPAYMENTS

24.2.1 The Acho Dene Koe First Nation will make negotiation loan repayments to the Government of Canada in accordance with the Negotiation Loans Repayments Schedule.

24.2.2 The Government of Canada will set off and deduct from a payment made under the Final Capital Transfer Payments Schedule the amount of a repayment to be made under the Negotiation Loans Repayments Schedule on the same date.

CHAPTER 25: FISCAL RELATIONS

25.1.0 GENERAL
25.2.0 FINAL AGREEMENT NEGOTIATIONS
25.3.0 STATUS OF FISCAL FINANCING ARRANGEMENT AND FINANCIAL OBLIGATIONS

25.1.0 GENERAL

25.1.1 The Parties acknowledge they each have a role in supporting the Acho Dene Koe First Nation through access to public programs and services, or through direct financial support as may be set out in a fiscal financing agreement, Implementation Plan or provided through other arrangements.

25.1.2 The Acho Dene Koe First Natin and the Government of the Northwest Territories acknowledge that the Government of Canada is developing a new national fiscal policy including a transparent methodology for determining levels of federal funding. The funding provided to self-governing aboriginal groups in Canada is intended to support the delivery of agreed upon programs and services, taking into account the capacity of each self-governing aboriginal group to generate revenues from its own sources.

25.1.3 The Acho Dene Koe First Nation and the Government of Canada acknowledge that they have been advised of the Government of the Northwest Territories' approach to the provision of funding to self-governing aboriginal groups in the NWT.

25.2.0 FINAL AGREEMENT NEGOTIATIONS

25.2.1 Prior to the Final Agreement, the Parties will address fiscal matters including:

a) Final Agreement provisions regarding the ongoing fiscal relationship among the Parties; and

b) A fiscal financing arrangement to take effect no later than Effective Date that will set out terms, conditions and funding with respect to the responsibilities assumed by the Acho Dene Koe

First Nation taking into account its ability to contribute from its own source revenues.

25.3.0 STATUS OF FISCAL FINANCING ARRANGEMENT AND FINANCIAL OBLIGATIONS

25.3.1 Any funding required for the purposes of the fiscal financing agreement, implementation plan or any other agreement that is contemplated by the Final Agreement and that provides for financial obligations to be assumed by a Party is subject to the appropriation of funds for that purpose:

a) in the case of the Government of Canada, by the Parliament of Canada;

b) in the case of the Government of the Northwest Territories, by the Legislative Assembly of the Northwest Territories; and

c) in the case of the Acho Dene Koe First Nation, by the Acho Dene Koe Government.

25.3.3 Other than as set out in a fiscal financing agreement any Implementation Plan or other arrangement between the Acho Dene Koe First Nation and Government, the establishment of the Acho Dene Koe Government, recognition of the law making powers of the Acho Dene Koe Government, or the exercise of these powers by the Acho Dene Koe Government pursuant to the Final Agreement does not create or imply any financial or funding obligation on the part of any Party.

CHAPTER 26: TAXATION

26.1.0 DEFINITIONS
26.2.0 DIRECT TAXATION POWERS
26.3.0 TAXATION POWERS AGREEMENTS
26.4.0 TRANSFER OF ACHO DENE KOE CAPITAL
26.5.0 ACHO DENE KOE SETTLEMENT LANDS AND COMMUNITY LANDS
26.6.0 INDIAN ACT TAX EXEMPTION AND TRANSITIONAL EXEMPTION
26.7.0 TAX TREATMENT AGREEMENT
26.8.0 OTHER TAXATION MATTERS
26.9.0 AGREEMENTS UNDER THIS CHAPTER

26.1.0 DEFINITIONS

26.1.1 The following definitions apply to this chapter:

"Acho Dene Koe Capital" means all land, cash, and other assets transferred to, or recognized as owned by the Acho Dene Koe First Nation under the Final Agreement.

"Direct" has the same meaning, for the purposes of distinguishing between a direct tax and an indirect tax, as in class 2 of section 92 of the *Constitution Act, 1867*.

26.2.0 DIRECT TAXATION POWERS

26.2.1 The Final Agreement will provide that the Acho Dene Koe Government may make laws in relation to:

a) Direct taxation of Acho Dene Koe Citizens, within Acho Dene Koe Settlement Lands, in order to raise revenue for Acho Dene Koe Government purposes;

b) the implementation of any taxation agreement entered into between it and the Government of Canada or the Government of the Northwest Territories, or both.

26.2.2 The issue of whether 26.2.1 a) will also provide the Acho Dene Koe Government with Direct taxation law making powers over Acho Dene Koe

Citizens within the Acho Dene Koe Community will be discussed by the Parties prior to the Final Agreement.

26.2.3 The Final Agreement will provide that the Acho Dene Koe Government law making powers under 26.2.1 a) does not limit the taxation powers of the Government of Canada or the Government of the Northwest Territories.

26.3.0 TAXATION POWERS AGREEMENTS

26.3.1 The Final Agreement will provide that from time to time, at the request of the Acho Dene Koe Government, the Government of Canada and the Government of the Northwest Territories, together or separately, may negotiate and attempt to reach agreement with the Acho Dene Koe Government respecting:

a) the extent to which the Direct taxation law making powers of the Acho Dene Koe Government under paragraph 26.2.1 a) may be extended to apply to Persons other than Acho Dene Koe Citizens, within Acho Dene Koe Settlement Lands; and

b) the manner in which the Acho Dene Koe Government law making powers under 26.2.1 a), as extended by the application of paragraph 26.3.1 a), will be coordinated with existing federal or territorial tax systems, including:

  i) the amount of tax room that the Government of Canada or the Government of the Northwest Territories may be prepared to vacate in favour of taxes imposed by the Acho Dene Koe Government; and

  ii) the terms and conditions under which the Government of Canada or the Government of the Northwest Territories may administer, taxes imposed by the Acho Dene Koe Government.

26.3.2 The issue of whether 26.3.1 a) will also contemplate the extension of the Direct taxation law making powers of the Acho Dene Koe Government to Persons other than Acho Dene Koe Citizens, within the Acho Dene Koe Community, will be discussed by the Parties prior to the Final Agreement.

26.4.0 TRANSFER OF ACHO DENE KOE CAPITAL

26.4.1 The Final Agreement will provide that a transfer under the Final Agreement of Acho Dene Koe capital and recognition of ownership under this Agreement of Acho Dene Koe capital is not taxable.

26.4.2 The Final Agreement will provide that for purposes of section 26.4.1, an amount paid to an Acho Dene Koe Citizen is deemed to be a transfer of Acho Dene Koe capital under the Final Agreement if the payment:

a) can reasonably be considered to be a distribution of a Capital Transfer received by the Acho Dene Koe First Nation; and

b) becomes payable to the Acho Dene Koe Citizen within 90 days and is paid to the Acho Dene Koe Citizen within 270 days from the date that the Acho Dene Koe First Nation receives the Capital Transfer.

26.4.3 The Final Agreement will provide that for federal and territorial income tax purposes, Acho Dene Koe Capital is deemed to have been acquired by the Acho Dene Koe First Nation at a cost equal to its fair market value on the latest of:

a) the Effective Date; and

b) the date of transfer of ownership or the date of recognition of ownership, as the case may be.

26.5.0 ACHO DENE KOE SETTLEMENT LANDS AND COMMUNITY LANDS

26.5.1 The Final Agreement will provide that the Acho Dene Koe First Nation will not be subject to taxation of Acho Dene Koe Settlement Lands or its interests in Acho Dene Koe Settlement Lands on which there is no improvement or on which there is no improvement other than a designated improvement all or substantially all of which is used for a public purpose and not for a profitable purpose.

26.5.2 The Final Agreement will provide that the Acho Dene Koe First Nation will not be subject to taxation of Acho Dene Koe Community Lands or its interests in Acho Dene Koe Community Lands on which there is no improvement.

26.5.3 The Parties agree that for the purposes of 26.5.1 and 26.5.2, the Final Agreement will include a definition for the terms "improvement" and "designated improvement".

26.5.4 For greater certainty, the exemption from taxation contemplated in 26.5.1 and 26.5.2 does not apply to a taxpayer other than the Acho Dene Koe First Nation nor does it apply with respect to a disposition of Acho Dene Koe Settlement Lands or Acho Dene Koe Community Lands, or interests in those lands, by the Acho Dene Koe First Nation.

26.5.5 The Final Agreement will provide that for federal and territorial income tax purposes, proceeds of disposition received by the Acho Dene Koe First Nation on expropriation of Acho Dene Koe Settlement Lands in accordance with chapter 4, Expropriation will not be taxable.

26.5.6 The Parties agree that the Final Agreement will provide for the tax treatment of proceeds of disposition received by the Acho Dene Koe First Nation on expropriation, in accordance with Legislation, of Acho Dene Koe Community Lands by an Expropriating Authority.

26.6.0 INDIAN ACT TAX EXEMPTION AND TRANSITIONAL EXEMPTION

26.6.1 The Final Agreement will provide that section 87 of the *Indian Act* will not apply to the Acho Dene Koe First Nation and Acho Dene Koe Citizens as of the Effective Date.

26.6.2 The Final Agreement may provide for transitional tax measures to address the fact that section 87 of the *Indian Act* will no longer apply to the Acho Dene Koe First Nation and Acho Dene Koe Citizens as of the Effective Date.

26.7.0 TAX TREATMENT AGREEMENT

26.7.1 Prior to the Final Agreement, the Parties will enter into a tax treatment agreement, which will come into effect on the Effective Date. The tax treatment agreement will address the following subject matters:

a) the income tax treatment of the Acho Dene Koe Government and its entities;

b) the consumption tax treatment of the Acho Dene Koe Government and its entities;

c) the tax treatment of the transfer of Acho Dene Koe Capital between the Acho Dene Koe Government and its entities;

d) the tax treatment of an Acho Dene Koe settlement trust;

e) donations, including artifacts, made to the Acho Dene Koe Government; and

f) any other matters agreed to by the Parties.

26.8.0 OTHER TAXATION MATTERS

26.8.1 Prior to the Final Agreement, the Parties will negotiate and attempt to reach agreement in respect of the following:

a) International Legal Obligations in respect of taxation;

b) appeals, enforcement, judicial review and adjudication of Acho Dene Koe Law made under this chapter, where an agreement with respect to taxation has been entered into under 26.3.1; and

c) law making powers of the Acho Dene Koe Government in respect of fines and penalties under Acho Dene Koe taxation laws, where an agreement with respect to taxation has been entered into under 26.3.1.

26.9.0 AGREEMENTS UNDER THIS CHAPTER

26.9.1 Any taxation powers agreement or tax treatment agreement negotiated in accordance with this chapter will not be part of the Final Agreement, nor be a Treaty or land claims agreement within the meaning of sections 25 and 35 of the *Constitution Act, 1982*.

CHAPTER 27: ELIGIBILITY & ENROLMENT

27.1.0 **ELIGIBILITY CRITERIA**
27.2.0 **ENROLMENT COMMITTEE AND REGISTRAR BEFORE THE EFFECTIVE DATE**
27.3.0 **PREPARATION AND PUBLICATION OF THE ACHO DENE KOE REGISTER BEFORE THE EFFECTIVE DATE**
27.4.0 **MAINTENANCE OF THE ACHO DENE KOE REGISTER AFTER THE EFFECTIVE DATE**
27.5.0 **ENROLMENT APPEAL BOARD**
27.6.0 **ENROLMENT RESPONSIBILITIES AFTER THE EFFECTIVE DATE**
27.7.0 **COSTS**

27.1.0 ELIGIBILITY CRITERIA

27.1.1 An individual will be eligible to be enrolled as an Acho Dene Koe Citizen in the Final Agreement if he or she is a Canadian citizen, or permanent resident of Canada who is:

a) a descendant of the Dene or the Métis who used and occupied the Acho Dene Koe Asserted Settlement Area shown on the map attached as Appendix "A", on or before July 17, 1922; or

b) registered, or entitled to be registered, on the Effective Date, as an Indian on the Acho Dene Koe First Nation Band List maintained by the Department of Indian Affairs and Northern Development; or

c) of aboriginal ancestry, ordinarily resident in the Acho Dene Koe Settlement Area, who is accepted as an Acho Dene Koe Citizen pursuant to the community approval process set out in the Acho Dene Koe First Nation Constitution; or

d) adopted as a Child under Laws recognized in Canada or through Acho Dene Koe custom by an individual eligible for enrolment; or

e) a direct descendant of an individual eligible for enrolment.

27.1.2 Upon applying to be enrolled as an Acho Dene Koe Citizen, an individual must notify the Enrolment Committee, if he or she is a beneficiary or has applied for enrolment under another Land Claims Agreement, Land and

Resource Agreement or self-government agreement or if the individual's name is entered on another Band List.

27.1.3 An individual is not eligible to be enrolled as an Acho Dene Koe Citizen if he or she was enrolled in another Land Claims Agreement, Land and Resource Agreement or self-government agreement unless that individual provides evidence of having been removed from that other Land Claims Agreement, Land and Resource Agreement or self-government agreement.

27.1.4 An individual is not eligible to be enrolled as an Acho Dene Koe Citizen if that individual's name was entered on another Band List unless that individual provides evidence of transfer to the Acho Dene Koe First Nation Band List.

27.1.5 An Acho Dene Koe Citizen may not enroll in another Land Claims Agreement, Land and Resource Agreement or self-government agreement or make application to be on a Band List unless he or she provides notice to withdraw as a beneficiary under the Final Agreement.

27.2.0 ENROLMENT COMMITTEE AND REGISTRAR BEFORE THE EFFECTIVE DATE

27.2.1 Applications for enrolment will be made to an Enrolment Committee which will be established as soon as practicable following the initialling of the Final Agreement.

27.2.2 The Enrolment Committee will be composed of two individuals appointed by the Acho Dene Koe First Nation and one individual appointed by Indian Affairs and Northern Development.

27.2.3 Before the Effective Date of the Final Agreement, the Acho Dene Koe First Nation will designate an individual or group of individuals as the Registrar. The Registrar will be established on the Effective Date. Upon the establishment of the Registrar, the sole function of the Enrolment Committee will be to render decisions on appeals commenced before the Effective Date.

27.2.4 If an appeal to the Enrolment Committee is pending, it will hear and determine the appeal. If the committee is dissolved while an appeal is pending, it will finalize any decision on the appeal as if the committee had not been dissolved.

27.2.5 No action lies or may be commenced against the Enrolment Committee or any member of the Enrolment Committee, or the Registrar for anything said or done or omitted to be said or done in good faith in the performance, or intended performance, of a duty or in the exercise of a power under this chapter.

27.2.6 The burden of demonstrating eligibility will be on the applicant.

27.3.0 PREPARATION AND PUBLICATION OF THE ACHO DENE KOE REGISTER BEFORE THE EFFECTIVE DATE

27.3.1 The Enrolment Committee will:

a) as soon as practicable:

  i) prepare information respecting eligibility to be enrolled as an Acho Dene Koe Citizen and make that information available to potential eligible individuals;

  ii) set all dates for taking applications and commencing appeals concerning the Acho Dene Koe Register;

  iii) receive applications for the Acho Dene Koe Register and consider them based on the eligibility criteria;

  iv) prepare a preliminary enrolment list and provide it to the Ratification Committee at least 60 days before the first day of voting.

b) after all appeals have been determined, prepare a list of applicants to the Acho Dene Koe Register who:

  i) are eligible for enrolment; and

  ii) are not enrolled under another Land Claims Agreement, Land and Resource Agreement or self-government agreement or are not entered on a Band List other than the Acho Dene Koe First Nation Band List

c) by the Effective Date, publish the list of applicants to be known as the Acho Dene Koe Register and, as soon as practicable, provide copies of the Acho Dene Koe Register at no cost to the Acho Dene

Koe First Nation, Government of the Northwest Territories and Government of Canada.

27.3.2 Where an individual to be enrolled in the Acho Dene Koe Register is a Child or is legally incompetent by reason of mental incapacity, the application must be made by that individual's parent, guardian or legal representative.

27.3.3 An individual whose application is rejected for any reason may make an appeal in writing to the Enrolment Committee within the set timeframe.

27.3.4 A decision on an appeal to the Enrolment Committee will be the final decision of the Enrolment Committee and will be provided to the appellant in writing prior to the publication of the Acho Dene Koe Register.

27.4.0 ENROLMENT APPEAL BOARD

27.4.1 Individuals may appeal a final decision of the Enrolment Committee to an Enrolment Appeal Board to be established by the Parties before the Effective Date of the Final Agreement.

27.4.2 The Enrolment Appeal Board will be composed of three individuals, one appointed by the Acho Dene Koe First Nation, one appointed by the Government of Canada and one jointly appointed by the Acho Dene Koe First Nation and the Government of Canada.

27.4.3 The Enrolment Appeal Board will:

a) establish its own procedures applying the principles of natural justice; and

b) set time limits for appeals.

27.4.4 Upon the establishment of the Registrar, the sole function of the Enrolment Appeal Board will be to render decisions on appeals commenced within the dates set for commencement of appeals by the Enrolment Committee pursuant to 27.3.1 a) ii).

27.4.5 An individual may apply to the Supreme Court of the Northwest Territories for judicial review of decisions of the Enrolment Appeal Board.

27.4.6 No action lies or may be commenced against the Enrolment Appeal Board, or any member of the Enrolment Appeal Board, for anything said or done or omitted to be said or done in good faith in the performance, or intended performance, of a duty or in the exercise of a power under this chapter.

27.5 .0 MAINTENANCE OF THE ACHO DENE KOE REGISTER AFTER EFFECTIVE DATE

27.5.1 As soon as practicable after the Effective Date, the Registrar will prepare information respecting the Acho Dene Koe Register and the eligibility criteria required to be enrolled as an Acho Dene Koe Citizen and make that information available to individuals eligible to be enrolled as Acho Dene Koe Citizens.

27.5.2 The Registrar will remove the names of the following individuals from the Acho Dene Koe Register:

a) an individual who is deceased;

b) an individual who is not a Canadian citizen or permanent resident of Canada;

c) an individual enrolled under another Land Claims Agreement, Land and Resource Agreement or self-government agreement;

d) an individual who is entered on a Band List other than the Acho Dene Koe First Nation Band List;

e) an individual enrolled by mistake or on the basis of false or misleading documentation; or

f) an individual or the parent, guardian or legal representative of the individual, who applies to have his/her name removed from the Acho Dene Koe Register.

27.5.3 The Registrar will make corrections to the name of an individual on the Acho Dene Koe Register upon application and where appropriate.

27.5.4 An individual whose application to be added to the Acho Dene Koe Register is refused or whose name is removed may, within 60 days of receipt of written notice of such decision, appeal in writing to the

Registrar. The Registrar's notice will provide reasons and will inform the individual of the right to appeal.

27.5.5 The Registrar will maintain a record of every individual whose application to be added to the Acho Dene Koe Register is refused or whose name is removed from the Acho Dene Koe Register.

27.5.6 The Registrar will provide each Acho Dene Koe Citizen with proof of enrolment on the Acho Dene Koe Register.

27.5.7 The Registrar will publish the Acho Dene Koe Register at least once a year.

27.5.8 The Registrar will send to the Acho Dene Koe First Nation, Government of the Northwest Territories and the Government of Canada, a copy of each annual publication of the Acho Dene Koe Register as well as notice of any additions to or subtractions from the Acho Dene Koe Register, without fee.

27.5.9 The Registrar will provide to every individual reasonable access to examine the Acho Dene Koe Register. A fee for copies that are requested may be imposed.

27.6.0 ENROLMENT RESPONSIBILITIES AFTER THE EFFECTIVE DATE

27.6.1 The Enrolment Committee and the Enrolment Appeal Board will be dissolved when they have rendered decisions in respect of those applications or appeals commenced before the Effective Date.

27.6.2 After the Effective Date, the Acho Dene Koe First Nation will be responsible for enrolment procedures, including appeal procedures. The Acho Dene Koe First Nation will maintain the Acho Dene Koe Register and provide a copy and all related records to the Government of Canada and the Government of the Northwest Territories annually or at another time agreed to by the Parties at no cost.

27.6.3 On dissolution, the Enrolment Committee and Enrolment Appeal Board will provide their records to the Acho Dene Koe First Nation and, upon request, to the Government of the Northwest Territories and the Government of Canada.

27.7.0 COSTS

27.7.1 The Government of Canada will provide to the Acho Dene Koe First Nation an agreed upon amount of funding for the Enrolment Committee and the enrolment appeal board to carry out their functions.

27.7.2 The Acho Dene Koe First Nation will be responsible for ongoing enrolment costs after the Effective Date, including the costs of its enrolment appeal process.

CHAPTER 28: RATIFICATION

28.1.0 APPROVAL OF THE AGREEMENT IN PRINCIPLE
28.2.0 RATIFICATION OF THE FINAL AGREEMENT
28.3.0 COSTS

28.1.0 APPROVAL OF THE AGREEMENT IN PRINCIPLE

28.1.1 The chief negotiators will initial the Agreement in Principle when they are prepared to recommend it for approval.

28.1.2 The initialling of the Agreement in Principle will be done at Fort Liard, Northwest Territories or at such other location as the Parties may agree.

28.1.3 After the Agreement in Principle has been initialled by the chief negotiators, it will be submitted to the Parties for consideration of approval.

28.1.4 The Acho Dene Koe First Nation will have approved this Agreement in Principle when authorized by community petition and the Agreement in Principle is signed by the President of the Fort Liard Métis Local 67 and the Chief of the Acho Dene Koe First Nation.

28.1.5 The Government of the Northwest Territories will have approved this Agreement in Principle when it is signed by the Minister authorized by the Executive Council.

28.1.6 The Government of Canada will have approved this Agreement in Principle when it is signed by the Minister of Indian Affairs and Northern Development as authorized by Cabinet.

28.2.0 RATIFICATION OF THE FINAL AGREEMENT

28.2.1 GENERAL

28.2.2 The chief negotiators will initial the Final Agreement when they are prepared to recommend it for approval.

28.2.3 After the Final Agreement has been initialled by the chief negotiators, it will be submitted to the Parties for ratification in the manner set out in the Final Agreement.

28.2.4 RATIFICATION COMMITTEE

28.2.5 The Parties will establish a Ratification Committee as soon as practicable after the initialling of the Final Agreement, consisting of one representative appointed by each Party.

28.2.6 The Ratification Committee will:

a) be responsible for the Acho Dene Koe First Nation ratification process;

b) ensure that Eligible Voters have a reasonable opportunity to review the Acho Dene Koe First Nation Constitution and the Final Agreement;

c) establish and publish its procedures;

d) set its time limits, including the date of the ratification vote;

e) ensure the ratification vote will be by secret ballot;

f) prepare and publish a preliminary list of eligible voters based on the preliminary enrolment list provided by the Enrolment Committee under 27.3.1 and by determining whether each individual is eligible to vote in accordance with 28.2.8;

g) update the preliminary list of eligible voters based on any additional applications or appeals accepted by the Enrolment Committee for enrolment as an Acho Dene Koe Citizen and produce it as the voters list at least 30 days before the first day of voting;

h) amend the voters list:

    i) at any time on or before the last day of voting, adding to the preliminary list of eligible voters the name of each individual provided by the Enrolment Committee under 28.3.1 whom the Ratification Committee determines to be eligible to vote in accordance with 28.2.8;

    - ii) subject to 28.2.10 and 28.2.11, recording the name of each individual who votes in accordance with 28.2.13;
    - iii) removing from the preliminary list of eligible voters the name of each individual who died on or before the last day of voting without having voted;
    - iv) removing from the preliminary list of eligible voters the name of each individual who did not vote and who provides, within 4 days of the last day of voting, certification by a qualified medical practitioner that the individual was physically or mentally incapacitated to the point that they could not have voted on the date set for voting; and
    - v) removing from the preliminary list of eligible voters the name of each individual who has applied, or on whose behalf application has been made, by the close of polls on the last day of voting, to have his or her name removed from the preliminary list of eligible voters by the Enrolment Committee under 28.2.10, provided the individual has not already voted.

- i) approve the form and content of the ballots;
- j) authorize and provide general direction to voting officers to be employed in the conduct of the vote;
- k) establish polling stations;
- l) oversee the conduct of the vote on the dates established by the Ratification Committee;
- m) ensure that information about the date set for voting and location of the polling stations is made publicly available;
- n) oversee tabulation of the result of the vote;
- o) provide the Parties with the result of the vote;
- p) publish the result of the ratification vote; and

q) prepare and provide to the Parties a written report on the outcome of the ratification vote within 90 days of the last day of voting.

28.2.7 RATIFICATION VOTE

28.2.8 An eligible voter will be an individual who:

a) is enrolled under the eligibility and enrolment provisions of the Final Agreement; and

b) is at least 18 years of age on the day of voting.

28.2.9 The Final Agreement will set out the rules and procedure for conducting the ratification vote including:

a) the preparation of a preliminary list of eligible voters;

b) an appeal procedure for individuals not listed on the preliminary list of eligible voters;

c) a procedure to revise the preliminary list of eligible voters to a final list of eligible voters; and

d) establishment of an information campaign concerning

  i) eligibility for voting; and

  ii) the substance and details of the Final Agreement.

28.2.10 Notwithstanding 28.2.8, an individual whose name is not included on the preliminary list of eligible voters may vote if he or she:

a) provides the voting officer with a completed enrolment application form or evidence satisfactory to the voting officer that the individual has submitted a completed enrolment application form to the Enrolment Committee; and

b) provides the voting officer with satisfactory evidence that the individual meets the eligible voter criteria.

28.2.11 If the Enrolment Committee notifies the Ratification Committee that an individual referred to in 28.2.10 meets the eligibility criteria:

a) the name of the individual will be added to the voters list; and

b) the ballot of the individual will be tabulated for the purposes of the votes under 28.2.13 b).

28.2.12 RATIFICATION BY ACHO DENE KOE FIRST NATION

28.2.13 Ratification of the Final Agreement by the Acho Dene Koe First Nation will require:

a) that eligible voters have a reasonable opportunity to review the Final Agreement;

b) a vote, by way of a secret ballot;

c) that at least fifty percent plus one of individuals on the voters list vote in favour of the Final Agreement;

d) ratification of the Acho Dene Koe First Nation Constitution through the process set out in the Final Agreement; and

e) the Final Agreement be signed by the authorized representatives of the Acho Dene Koe First Nation.

28.2.14 RATIFICATION BY THE GOVERNMENT OF THE NORTHWEST TERRITORIES

28.2.15 Ratification of the Final Agreement by the Government of the Northwest Territories will require:

a) ratification of the Final Agreement by the Acho Dene First Nation under 28.2.13;

b) approval of the Final Agreement by the Executive Council;

c) signing of the Final Agreement by the Minister authorized by the Executive Council; and

d) the coming into force of territorial Settlement Legislation giving effect to the Final Agreement.

28.2.16 RATIFICATION BY THE GOVERNMENT OF CANADA

28.2.17 Ratification of the Final Agreement by the Government of Canada will require:

a) ratification of the Final Agreement by the Acho Dene First Nation under 28.2.13;

b) ratification of the Final Agreement by the Government of the Northwest Territories under 28.2.15;

c) that the Final Agreement be signed by the Minister of Indian Affairs and Northern Development as authorized by Cabinet; and

d) the coming into force of federal Settlement Legislation giving effect to the Final Agreement.

28.3.0 COSTS

28.3.1 The Government of Canada will provide a reasonable amount of funding agreed upon by the Parties for the Ratification Committee to carry out the duties and responsibilities as set out in this chapter.

CHAPTER 29: TRANSITION

29.1.0 **GENERAL**
29.2.0 **APPLICATION OF THE *INDIAN ACT***

29.1.0 GENERAL

29.1.1 On the Effective Date, the Acho Dene Koe First Nation Band will cease to exist and will be succeeded by the Acho Dene Koe First Nation.

29.1.2 On the Effective Date, the Fort Liard Métis Local 67, will be removed from the register maintained under the *Societies Act* and will be succeeded by the Acho Dene Koe First Nation.

29.1.3 The Acho Dene Koe First Nation Band Council and the Fort Liard Métis Local 67 representatives that are in office immediately before the Effective Date will act as the interim Acho Dene Koe Government until replaced in accordance with the Acho Dene Koe First Nation Constitution.

29.1.4 Any monies held by the Government of Canada for the use and benefit of the Acho Dene Koe First Nation Band will be transferred to the Acho Dene Koe First Nation as soon as practicable after the Effective Date.

29.1.5 On the Effective Date, the rights, titles, interests, assets, obligations and liabilities of the Acho Dene Koe First Nation Band held by the Government of Canada for the use and benefit of the members of the Acho Dene Koe First Nation Band, will vest in the Acho Dene Koe First Nation.

29.1.6 On the Effective Date, the rights, titles, interests, assets, obligations and liabilities of the Fort Liard Métis Local 67 for the use and benefit of the members of the Fort Liard Métis Local 67, will vest in the Acho Dene Koe First Nation.

29.2.0 APPLICATION OF THE *INDIAN ACT*

29.2.1 Further to 2.17.0, sections 51, 52, 52.2, 52.3, 52.4 and 52.5 of the *Indian Act* will continue to apply, with any modifications that the circumstances require, to the administration of the property and estate of an individual who:

a) died testate or intestate before the Effective Date and at the time of death was an Indian of the Acho Dene Koe First Nation Band and where the property and estate was being administered by the Minister of Indian Affairs and Northern Development;

b) immediately before the Effective Date was mentally incompetent as defined in the *Indian Act*, who was an Indian of the Acho Dene Koe First Nation Band and whose property and estate was being administered by the Minister of Indian Affairs and Northern Development; and

c) is an infant Child of an Indian of the Acho Dene Koe First Nation Band and whose property and estate was being administered before the Effective Date by the Minister of Indian Affairs and Northern Development.

29.2.2 The administration of the property and estate of an individual referred to in 29.2.1 b) by the Minister of Indian Affairs and Northern Development will cease if that individual is no longer mentally incompetent.

29.2.3 The administration of the property and estate for an individual referred to in 29.2.1 c) by the Minister of Indian Affairs and Northern Development will cease when that individual is no longer a Child and the duties of the Minister have been discharged.

29.2.4 The band council resolutions of the Acho Dene Koe First Nation Band that were in effect immediately before the Effective Date will have effect after the Effective Date, on Acho Dene Koe Settlement Lands, in respect of the subject mater of the resolution and until such time as they are replaced by Acho Dene Koe Law.

29.2.5 Band council resolutions referred to in 29.2.4 will be governed by the conflict provisions set out in the Final Agreement as if the Acho Dene Koe band council resolution was an Acho Dene Koe Law.

29.2.6 The Acho Dene Koe Government may repeal, but not amend, a band council resolution referred to in 29.2.4.

29.2.7 Nothing in the Final Agreement precludes an individual from challenging the validity of a band council resolution referred to in 29.2.4.

CHAPTER 30: IMPLEMENTATION

30.1.0 PRE-EFFECTIVE DATE PLAN
30.2.0 IMPLEMENTATION PLAN
30.3.0 IMPLEMENTATION COMMITTEE
30.4.0 ANNUAL REPORT
30.5.0 COSTS

30.1.0 PRE-EFFECTIVE DATE PLAN

30.1.1 Prior to the chief negotiators initialling the Final Agreement, the Parties will agree upon a Pre-Effective Date Plan.

30.1.2 The Pre-Effective Date Plan will identify the time frames and the responsibilities of each Party for the activities to be completed prior to the Effective Date.

30.2.0 IMPLEMENTATION PLAN

30.2.1 Prior to the initialling of the Final Agreement, the Parties will develop an Implementation Plan.

30.2.2 The Implementation Plan will be for an initial term of ten years commencing on the Effective Date.

30.2.3 The Implementation Plan will:

a) identify:

i) obligations in the Final Agreement and the activities required to fulfill these obligations;

ii) the responsible Party or Parties for the completion of an activity;

iii) the timeframe for completion of activities;

iv) the level and sources of funding and other resources required to implement the Final Agreement;

    - v) how the Implementation Plan may be amended;
    - vi) how the Implementation Plan may be renewed or extended; and
- b) address such other matters agreed to by the Parties.

30.2.4 The Implementation Plan will not:

- a) form part of the Final Agreement;
- b) create legal obligations except if specified otherwise in the Implementation Plan; and
- c) be used to interpret the Final Agreement.

30.2.5 The Implementation Plan does not preclude any Party from asserting that obligations or activities exist even though they are not referred to in the Implementation Plan.

30.2.6 If the Parties specify that an obligation is legally binding pursuant to 30.2.4 b), the Implementation Plan will stipulate that the performance of such legally binding obligation will operate as a full and final discharge of that legally binding obligation.

30.3.0 IMPLEMENTATION COMMITTEE

30.3.1 An Implementation Committee will be established within 90 days following the Effective Date and will continue until the Parties agree to terminate the Implementation Committee.

30.3.2 The Implementation Committee will consist of three individuals. Each Party will designate one individual as its representative.

30.3.3 Each member of the Implementation Committee may be accompanied by other individuals to provide support.

30.3.4 The Implementation Committee will:

- a) establish its own procedures and operating guidelines;

b) monitor and coordinate the operation of the Implementation Plan;

c) monitor the implementation of the Final Agreement;

d) be a forum for the Parties to discuss the implementation of the Final Agreement and attempt to resolve any implementation issues arising between or among the Parties with respect to the Final Agreement in accordance with the provisions of chapter 31, Dispute Resolution;

e) review implementation progress;

f) amend the Implementation Plan, as agreed;

g) develop a communications strategy in respect of the implementation of the Final Agreement;

h) prepare and provide the Parties with an annual report on the implementation of the Final Agreement;

i) make recommendations to the Parties respecting the implementation of the Final Agreement beyond the initial 10 year term of the Implementation Plan;

j) make all decisions by unanimous agreement; and

k) carry out such other work as agreed to by the Parties.

30.4.0 ANNUAL REPORT

30.4.1 Prior to the Final Agreement, the Parties will review the wording of subsection 30.3.4 h) with respect to the required contents of annual reports.

30.5.0 COSTS

30.4.1 Each Party will be responsible for the costs of its participation on the Implementation Committee.

30.4.2 The Government of Canada will be responsible for publishing the annual report.

CHAPTER 31: DISPUTE RESOLUTION

31.1.0 GENERAL
31.2.0 INFORMAL DISCUSSIONS
31.3.0 MEDIATION
31.4.0 ARBITRATION
31.5.0 LEGAL PROCEEDINGS

31.1.0 GENERAL

31.1.1 Chapter 31, Dispute Resolution applies to the following types of disputes:

a) any matter which the Final Agreement stipulates may be resolved in accordance with chapter 31, Dispute Resolution;

b) any matter which the Final Agreement stipulates must be resolved by binding arbitration in accordance with chapter 31, Dispute Resolution;

c) a dispute between or among the Parties concerning the interpretation or application of the Final Agreement; or

d) any matter which an ancillary agreement between or among the Parties stipulates may be resolved in accordance with chapter 31, Dispute Resolution.

31.1.2 Subject to 31.5.0, with respect to a dispute set out in 31.1.1, a dispute will progress through the following sequential steps:

a) informal discussions;

b) mediation, if agreed to by the Disputants; and

c) binding arbitration, if agreed to by the Disputants, or if stipulated by the Final Agreement.

31.1.3 The Disputants may at any time resolve a dispute under 31.1.1 by an agreement in writing. Notification of any such agreement will be provided to all Parties.

31.1.4 During informal discussions pursuant to 31.2.0 and mediation pursuant to 31.3.0, all communications concerning the dispute will be without prejudice, including without prejudice to any position a Disputant may take in any other legal process, including arbitration.

31.1.5 For the purposes of informal discussions under 31.2.0 or mediation pursuant to 31.3.0, the Disputants will treat documents or communications as confidential and without prejudice unless they agree otherwise.

31.1.6 If an Acho Dene Koe Citizen has a right of action in relation to the Final Agreement, the Acho Dene Koe First Nation may, with the consent of the Acho Dene Koe Citizen, represent the Acho Dene Koe Citizen in the processes set out in this chapter or bring a legal action under 31.5.0.

31.1.7 If the Disputants agree to mediate pursuant to 31.3.0, no other mediation process provided by Legislation applies, and if the Disputants proceed to arbitration pursuant to 31.4.0, no other arbitration process provided by Legislation applies.

31.1.8 Despite the commencement of mediation, arbitration, or litigation, the Disputants may agree to suspend that process and commence or recommence a process of informal discussions, mediation or arbitration to facilitate a resolution of the dispute.

31.1.9 Costs, including the remuneration and expenses of the mediators or arbitrators, will be shared equally between or among the Disputants, unless provided otherwise in the Final Agreement or in the Implementation Plan. Each Disputant will bear its own costs to participate in a dispute resolution process.

31.1.10 The Disputants may agree to vary a procedural or time requirement set out in this chapter.

31.2.0 INFORMAL DISCUSSIONS

31.2.1 Upon notice of a dispute from a Party, the Disputants will commence informal discussions within 60 days in an attempt to resolve the dispute prior to proceeding to mediation, arbitration or to the commencement of legal proceedings.

31.2.2 Informal discussions are deemed to have been completed:

a) upon the resolution of the dispute or by the agreement of the Disputants to terminate the informal discussions; or

b) upon the matter being referred to mediation; or

c) upon notice being given to proceed to arbitration; or

d) upon the commencement of legal proceedings.

31.3.0 MEDIATION

31.3.1 If an agreement has not been concluded pursuant to 31.2.1 within 30 days or a time agreed to by the Disputants, the Disputants may agree to refer the dispute to mediation.

31.3.2 The Disputants will select a mediator. In the event the Disputants are unable to agree upon the selection of a mediator, an application will be made to the Supreme Court of the Northwest Territories to appoint a mediator.

31.3.3 The mediator will, as soon as practicable, discuss with the Disputants, arrangements for the commencement of the mediation.

31.3.4 Unless the Disputants agree otherwise, the mediation will be held in the Northwest Territories.

31.3.5 Upon termination of the mediation proceedings, the mediator will submit a mediation report to the Disputants stating that no agreement was reached or that agreement was reached on some or all of the outstanding issues and, if the Disputants request, providing proposals or recommendations for the resolution of the outstanding issues.

31.3.6 Upon receipt of the mediation report, the Disputants may:

a) resolve the dispute in writing; or

b) give notice to proceed to arbitration; or

c) commence legal proceedings.

31.3.7 Unless the Disputants agree otherwise, the mediation report will be confidential and without prejudice.

31.4.0 ARBITRATION

31.4.1 If a dispute has not been resolved through informal discussions or mediation, a Disputant may give notice of its intention to proceed to arbitration.

31.4.2 Unless otherwise stipulated in the Final Agreement, the written consent of all Disputants is required for the matter to proceed to arbitration.

31.4.3 In the event a dispute proceeds to arbitration, the Disputants will select an arbitrator. If the Disputants are unable to agree upon the selection of an arbitrator, an application will be made to the Supreme Court of the Northwest Territories to appoint an arbitrator.

31.4.4 An individual who has acted as mediator in a dispute cannot act as an arbitrator for that dispute.

31.4.5 A Party that is not a Disputant is entitled to participate in an arbitration process as a Disputant and is subject to the same rights, privileges and obligations as set out in this chapter.

31.4.6 An arbitrator may allow any Person that is not a Party, on application and on such terms as the arbitrator may order, to participate as an intervener if, in the opinion of the arbitrator, the interest of that Person may be directly affected by the arbitration.

31.4.7 Subject to provisions of the Final Agreement, the arbitrator may, in relation to any matter:

a) determine all questions of procedure, including whether evidence will be presented orally or in writing;

b) determine all questions of fact and law and provide any remedy in law or equity;

c) make an award, including interim relief;

d) provide for the payment of interest and costs;

e) subpoena witnesses;

f) administer oaths or affirmations to witnesses; and

g) refer questions of Law to the Supreme Court of the Northwest Territories.

31.4.8 With respect to a dispute arising out of an ancillary agreement under 31.1.1 d), the arbitrator will consider any provisions set out in the ancillary agreement as well as the provisions set out in 31.4.7 and in the Final Agreement.

31.4.9 Nothing in this chapter prevents a Disputant from commencing judicial proceedings at any time:

a) to prevent the loss of a right to commence proceedings due to the expiration of a limitation period; or

b) to obtain interlocutory or interim relief that is otherwise available pending resolution of the dispute under this chapter.

31.4.10 A decision of an arbitrator will be conclusive and binding on the Disputants and will not be challenged by appeal or review in any court except on the ground that the arbitrator has erred in law or exceeded his or her jurisdiction.

31.4.11 No arbitrator may rule on the validity of the Final Agreement or alter, amend, delete or substitute any provision of the Final Agreement in any manner.

31.4.12 Notwithstanding 31.1.9, the arbitrator may decide to impose an award for costs of the arbitration on just one or more of the Disputants or to distribute it among the Disputants in a different manner.

31.4.13 An intervener will bear its own costs.

31.4.14 A Disputant may, after the expiration of 14 days from the date of the release of an arbitration decision or order or from the date provided in the decision for compliance, whichever is later, file in the Registry of the Supreme Court of the Northwest Territories a copy of the decision or order which will be entered as if it were a decision or order of the court, and on being entered will be deemed, for all purposes except for an appeal from it, to be an order of the Supreme Court of the Northwest Territories and enforceable as such.

31.4.15 If requested by a Disputant, any information provided by that Disputant will be kept confidential among the Disputants, the arbitrator, the intervenors and the Parties.

31.4.16 Arbitrations will be conducted in private.

31.5.0 LEGAL PROCEEDINGS

31.5.1 A Disputant may commence legal proceedings in the Supreme Court of the Northwest Territories at any time in respect of a dispute provided that:

a) the Disputants have concluded the informal discussions under 31.2.0; or

b) the Disputants have not agreed to refer the dispute to mediation under 31.3.0; or

c) the Disputants have not agreed in writing to submit the dispute to arbitration under 31.4.0.

CHAPTER 32: PHASE II NEGOTIATIONS

32.1.0 GENERAL
32.2.0 PHASE II NEGOTIATIONS

32.1.0 GENERAL

32.1.1 On July 17, 2008, the Parties signed the Acho Dene Koe First Nation Framework Agreement, which details a two-phased approach to negotiations.

32.1.2 The Phase I negotiations will be completed upon the ratification of an Acho Dene Koe Phase I Final Agreement.

32.2.0 PHASE II NEGOTIATIONS

32.2.1 The Final Agreement will provide that:

a) At any time, 10 years after the Effective Date of the Phase I Final Agreement and at the request of any of the Parties, the Parties may start Phase II negotiations as set out in 4.1.2 of the Acho Dene Koe First Nation Framework Agreement;

b) Notwithstanding 3.3 of the Acho Dene Koe First Nation Framework Agreement, the Parties may agree to begin Phase II negotiations at an earlier date;

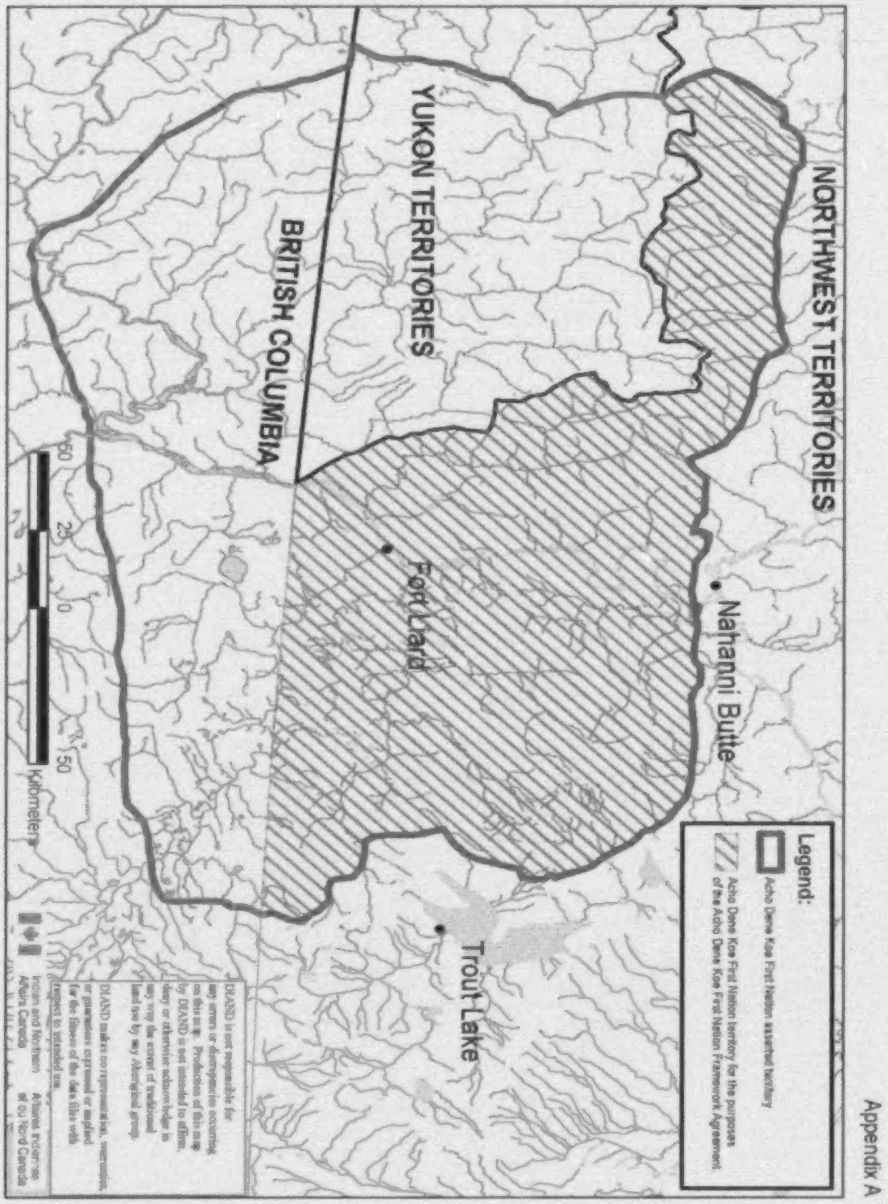
c) The Parties acknowledge that the subject matters for negotiation in Phase II should be negotiated in the context of a regional approach. Prior to commencing Phase II negotiations, the Parties agree to review each subject matter listed in light of the circumstances at that time; and

d) If the Parties agree that they are unable to negotiate a regional self-government agreement as outlined in 3.5 of the Acho Dene Koe First Nation Framework Agreement, the Parties agree that a community based Acho Dene Koe First Nation Phase II Final Agreement which may be negotiated with the Acho Dene Koe First Nation will be comparable with the nature and scope of jurisdictions set out in other community-based self-government agreements concluded in the Northwest Territories.

32.2.2 Ratification of the Acho Dene Koe First Nation Phase II Agreement in Principle will utilize the same procedure as the Acho Dene Koe First Nation Phase I Agreement in Principle.

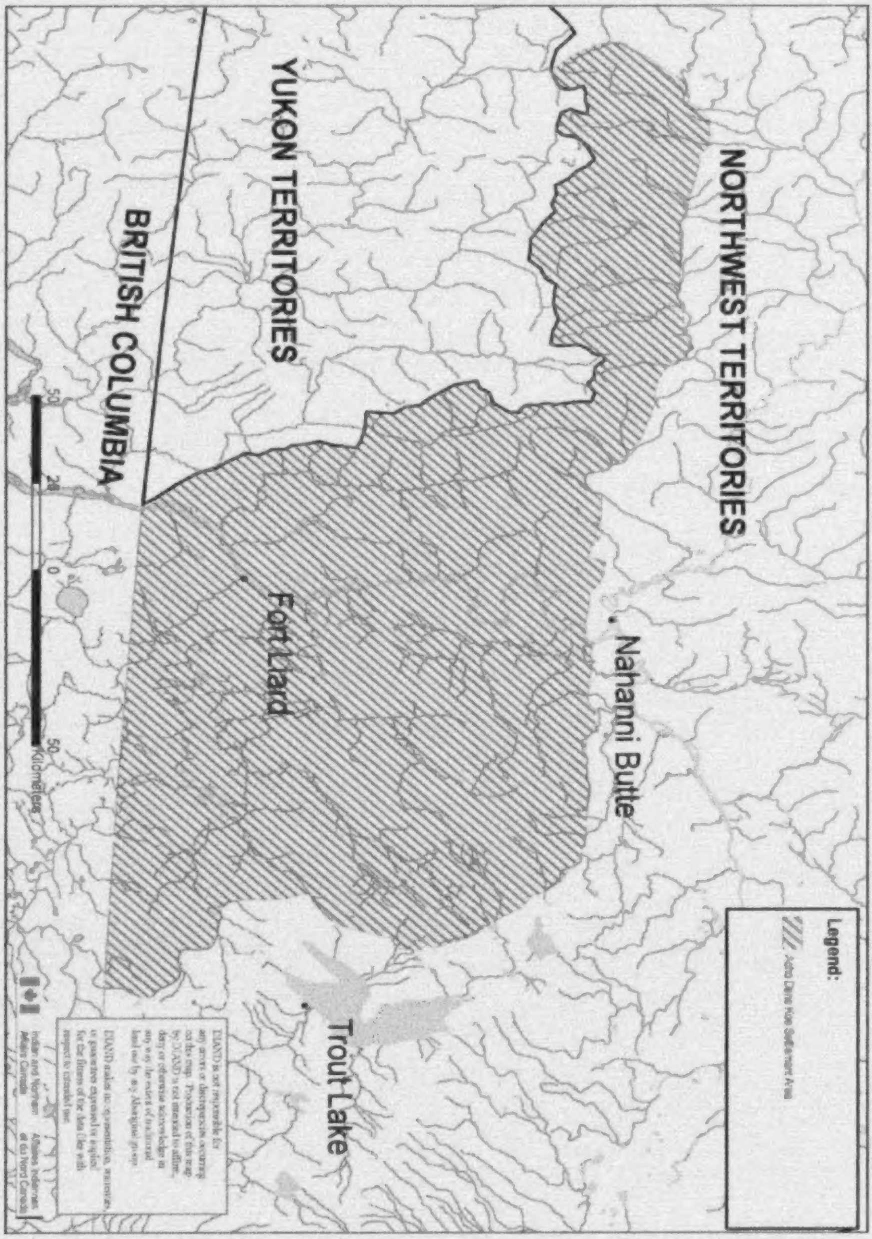
32.2.3 The Acho Dene Koe Phase II Final Agreement will utilize the same certainty model as the Acho Dene Koe Phase I Final Agreement.

APPENDIX A: ACHO DENE KOE ASSERTED TERRITORY


Appendix A
NORTHWEST TERRITORIES
YUKON TERRITORIES
BRITISH COLUMBIA
Nahanni Butte
Fort Liard
Trout Lake
Legend:
Acho Dene Koe First Nation asserted territory
Acho Dene Koe First Nation territory for the purposes of the Acho Dene Koe First Nation Framework Agreement
50 25 0 50
Kilometers
DIAND is not responsible for any errors or discrepancies occurring on this map. Production of this map by DIAND is not intended to affirm, deny or otherwise acknowledge in any way the extent of traditional land use by any Aboriginal group.
DIAND makes no representation, warranties or guarantees expressed or implied for the fitness of the data files with respect to intended use.
Indian and Northern Affairs Canada
Affaires indiennes et du Nord Canada

APPENDIX B: ACHO DENE KOE ASSERTED SETTLEMENT AREA

(Note: The boundary area is subject to negotiation)


YUKON TERRITORIES
BRITISH COLUMBIA
NORTHWEST TERRITORIES
Fort Liard
Nahanni Butte
Trout Lake
50
25
0
50
Kilometers
Legend:
Acho Dene Koe Settlement Area
Indian and Northern Affairs Canada
Affaires indiennes et du Nord Canada
Appendix B

APPENDIX C: PROCESS TO IDENTIFY ACHO DENE KOE SETTLEMENT LANDS

1.1. 0 DEFINITIONS
2.1.0 CRITERIA FOR IDENTIFICATION OF ACHO DENE KOE SETTLEMENT LANDS
3.1.0 HAMLET OF FORT LIARD BOUNDARY
4.1.0 PROVISION OF INFORMATION
5.1.0 LAND SELECTION NEGOTIATIONS
6.1.0 SPECIFIC SITES WITHIN THE SETTLEMENT AREA
7.1.0 LAND WITHDRAWAL THAT FOR ACHO DENE KOE SETTLEMENT LANDS
8.1.0 OTHER ABORIGINAL GROUPS - CONSULTATION
9.1.0 PUBLIC REVIEW
10.1.0 FINAL DESCRIPTIONS OF ACHO DENE KOE SETTLEMENT LANDS

1.1.0 DEFINITIONS

1.1.1 The following definitions apply to this Appendix:

"**Advanced Stage of Exploration**" means Mineral resource definition drilling on a grid or surface or underground bulk sampling for bench test work or grade and tonnage calculations

"**Date of Land Withdrawal**" means the date the order withdrawing the land from disposition comes into force.

"**Land Selection**" means the process by which Crown Lands or Commissioner's Land is identified to be selected as Acho Dene Koe Settlement Land.

"**Land Withdrawal**" means the interim withdrawal put in place by Government at the end of Land Selection negotiations, which is intended to protect the Crown Lands or Commissioner's Land that is to be transferred as Acho Dene Koe Settlement Lands on the Effective Date.

2.1.0 CRITERIA FOR IDENTIFICATION OF ACHO DENE KOE SETTLEMENT LANDS

2.1.1 Acho Dene Koe Settlement Lands will be identified in one or more parcels outside the boundary of the Hamlet of Fort Liard.

2.1.2 Subject to 6.0, Acho Dene Koe Settlement Lands will be selected within the Acho Dene Koe Settlement Area.

2.1.3 Except where the interest holder has consented, land held in fee simple or subject to an agreement for sale will not be identified as Acho Dene Koe Settlement Lands.

2.1.4 Unless agreed by the Parties, the following Crown Lands will not be identified as Acho Dene Koe Settlement Lands:

a) land, the administration of which is with a department or agency of Government, other than the Department of Indian Affairs and Northern Development;

b) land reserved by the Department of Indian Affairs and Northern Development or the Commissioner in the name of any department or agency of Government;

c) land with existing lease-hold interests; and

d) land with known or suspected Contaminated Sites.

2.1.5 Crown Lands or Commissioner's Land subject to existing lease-hold interests is not available to be identified for selection unless the lessee's interest is treated in a manner satisfactory to the Acho Dene Koe First Nation, Government and the lessee. The lessee will be given written notice by Government if such land is being considered for selection.

2.1.6 Producing and non-producing mines and mineral properties at an Advanced Stage of Exploration will not be identified as Acho Dene Koe Settlement Lands.

2.1.7 Lands subject to Oil and Gas leases and production licences, significant discovery licences or exploration licences where a declaration of significant and/or commercial discovery has been made will not be identified as Acho Dene Koe Settlement Lands.

2.1.8 Land with known or suspected as a Contaminated Site will not be identified as Acho Dene Koe Settlement Lands except where agreed by the Parties.

2.1.9 Acho Dene Koe Settlement Lands will not be identified within 31 metres of the boundary of the Acho Dene Koe Settlement Area, unless otherwise agreed.

2.1.10 Land selection within the Acho Dene Koe Settlement Area should be carried out to reflect the use of land for traditional purposes, for Conservation purposes and economic development purposes. Land Selection will be representative of the topography and quality of lands in the Acho Dene Koe Settlement Area to the extent practicable.

2.1.11 Land Selection within the Acho Dene Koe Settlement Area should be carried out so as not to create a "patchwork" effect or to encircle the Hamlet of Fort Liard.

2.1.12 The identification of land to be selected as Acho Dene Koe Community Lands described in Appendix D will be concurrent withthis process, unless the Parties agree otherwise.

3.1.0 HAMLET OF FORT LIARD BOUNDARY

3.1.1 After the signing of the Acho Dene Koe Agreement in Principle and prior to the commencement of negotiations to identify Acho Dene Koe Settlement Lands, the Government of the Northwest Territories will provide the other Parties with a map that shows the boundary of the Hamlet of Fort Liard. If an adjustment is requested, the process set out in Legislation must be followed.

4.1.0 PROVISION OF INFORMATION

4.1.1 Prior to the commencement of land identification negotiations:

a) Government will identify an area of land outside the boundary of the Hamlet of Fort Liard in which the identification of Acho Dene Koe Settlement Lands may occur;

b) for the area referred to in 4.1.1 a), Government will provide information relating to:

i) Government and third party interests – including Oil and Gas leases, surface leases, recorded mining rights, fee simple grants, agreements for sale, applications for lease, rights-of-way, easements, Crown Lands and Commissioner's Land described in 2.1.4, land use permits and other land use authorizations, licences, quarrying permits and leases, commercial fishing licenses and quotas, timber permits, outfitters and lodge licences, existing or proposed National Parks, Territorial Parks and other Protected Areas.

c) for the area referred to in 4.1.1 a), Government and the Acho Dene Koe First Nation will provide information relating to:

i) known or suspected Contaminated Sites;

ii) public routes, airstrips and trails; and

iii) Acho Dene Koe First Nation cabins and Burial Sites.

d) Government will provide map sheets, at 1:250,000 scale, of the area referred to in 4.1.1 a), using official English and Meh Cho La Dene place names that will be provided by the Acho Dene Koe First Nation and identifying, to the extent practicable, the location of interests identified in 4.1.1 b);

e) following review of the information and maps referred to in 4.1.1 a) and 4.1.1 b), Government will prepare composite maps at 1:250,000 scale; and

f) the Government of the Northwest Territories will identify untenured Commissioner's Land outside the Hamlet of Fort Liard.

4.1.2 The information provided to Acho Dene Koe First Nation by Government in 4.1.1 is subject to applicable privacy Legislation.

5.1.0 LAND SELECTION NEGOTIATIONS

5.1.1 Copies of the composite maps in 4.1.1 e) will be available for use at all Acho Dene Koe First Nation Land Selection negotiations.

5.1.2 After the Agreement in Principle is approved and the information in 4.1.1 is provided by the Parties, the Acho Dene Koe First Nation will submit a proposal to Government identifying Crown Lands that may become Acho Dene Koe Settlement Land. The maps will show subsurface selections, as well as any existing recognized routes being used on a regular basis, whether year round or intermittently. An estimate of the area of each selection will also be indicated on the maps.

5.1.3 The boundaries of Acho Dene Koe Settlement Lands may be defined by existing surveys and natural and artificial features, including rights of way, but will, where appropriate, be defined by existing boundary surveys and recorded field notes or by reference to natural features such as rivers and lakes. Where the Bank of a body of Water is used as a boundary of Acho Dene Koe Settlement Lands, the Bed of that body of Water will not become Acho Dene Koe Settlement Lands.

5.1.4 The Acho Dene Koe First Nation and Government will prepare lists which describe, for the lands identified in Schedules "X" to "Y":

a) any existing rights or interests;

b) any recognized routes; and

c) any known Contaminated Sites.

5.1.5 When the Land Selection negotiations of Acho Dene Koe Settlement Lands have been completed and the Parties have completed their respective review processes, the negotiators will initial the original composite maps referred to in 4.1.1 d) and the lists referred to in 5.1.4.

6.1.0 SPECIFIC SITES WITHIN THE ACHO DENE KOE SETTLEMENT AREA

6.1.1 The Parties may negotiate the selection of specific sites within the Acho Dene Koe Settlement Area, which will not exceed one hectare in area and will form part of the quantum unless otherwise agreed and will not include the subsurface.

6.1.2 Unless otherwise agreed, and to the extent practicable, specific sites will be regular in shape and avoid disproportionately large frontages along bodies of Water.

6.1.3 Specific sites are to be areas such as Camps for Harvesting or areas currently being used by an Acho Dene Koe Citizen.

6.1.4 The Acho Dene Koe First Nation may, with the consent of an Acho Dene Koe Citizen normally occupying or using a c site, propose that specific site for selection. The Acho Dene Koe First Nation will provide Government with the written consent of the Acho Dene Koe Citizen.

7.1.0 LAND WITHDRAWAL FOR ACHO DENE KOE SETTLEMENT LANDS

7.1.1 As soon as practicable after the initialling or signing of the composite maps and lists under 5.1.5, Government will withdraw the identified lands from disposition under the *Territorial Lands Act* and the *Commissioner's Land Act* and subject to 7.1.2 to 7.1.7, take any other necessary actions to prevent the following activities on the withdrawn lands:

a) the execution of new agreements for the sale or lease of land;

b) the issuance of dredging leases under the *Territorial Dredging Regulations*;

c) the recording of new mining claims under *the Northwest Territories and Nunavut Mining Regulations*;

d) the granting of new permits, licences or leases under the *Territorial Coal Regulations;*

e) the issuance of new permits or licences under the *Forest Management Act*, subject to 7.1.5; and

f) the issuance of new interests under the *Canada Petroleum Resources Act*.

7.1.2 A surface lease may be issued under section 8 of the *Territorial Lands Act* or under the *Territorial Lands Regulations* for the purpose of exercising the rights under a located or recorded mineral claim or mineral lease or an interest under the *Canada Petroleum Resources Act* or under the *Canada Oil and Gas Land Regulations*.

7.1.3 A mining claim may be recorded under the *Northwest Territories and Nunavut Mining Regulations* where that claim was located prior to the date of the withdrawal order.

7.1.4 A new permit may be issued under the *Territorial Quarrying Regulations* or the *Commissioner's Land Regulations* in respect of sources of Construction Materials:

a) for quarrying sites which were in use or identified prior to the date of the withdrawal order; or

b) where, after Consultation with the Acho Dene Koe First Nation, the territorial land agent or other designated person determines there is no alternative source of supply reasonably available in the surrounding area and the materials are required for essential public construction purposes.

7.1.5 No new timber permits or licences, other than renewals or replacements of existing timber permits or licences issued pursuant to the *Forest Management Act*, will be issued in respect of the withdrawn lands except:

a) for less than 500 cubic metres of wood; or

b) with the consent of the Acho Dene Koe First Nation; or

c) where, after Consultation with the Acho Dene Koe First Nation, the Minister concludes the permit or licence should be issued because of overriding public interest.

7.1.6 A new interest may be created under the *Canada Petroleum Resources Act* or the *Canada Oil and Gas Regulations* if it replaces an existing interest.

7.1.7 Except where provided for in Legislation, the withdrawal of land or other preventative action under 7.1.1 will not prevent:

a) the renewal;

b) extension of term;

c) amendment;

d) replacement; or

e) transfer,

of an interest provided that, in the case of an amendment or replacement, there is no significant change in the terms and conditions of the interest.

7.1.8 The withdrawal or other preventative action under 7.1.1 and 8.1.2 may be revoked in respect of all or part of the withdrawn land where, after Consultation with the Acho Dene Koe First Nation, the Minister concludes it should be revoked because of overriding public interest.

7.1.9 The Acho Dene Koe First Nation will be given notice by Government of any renewal, extension of term, amendment, replacement, transfer or any other change of an existing right or interest and of the issuance of any new rights referred to in 7.1.2 to 7.1.7 and of any revocation under 7.1.8.

7.1.10 For greater certainty, the provisions of 7.1.0 will not affect access to or across withdrawn Crown Lands, identified to become Acho Dene Koe Settlement Land, for the withdrawal period.

7.1.11 For greater certainty, withdrawn lands remain Crown Lands or Commissioner's land under the control of the Minister or Commissioner.

8.1.0 OTHER ABORIGINAL GROUPS - CONSULTATION

8.1.1 In the course of Land Selection negotiations, the Government of Canada will Consult other Aboriginal groups who have established rights protected by section 35 of the *Constitution Act, 1982,* or who assert that they have rights protected by section 35, which may be adversely affected by the Land Selection. As a result, the Government of Canada may propose, amongst other measures taken with a view to achieving reconciliation, make changes to the identification of land to be selected as Acho Dene Koe First Nation Settlement Lands.

8.1.2 In the course of Land Withdrawal or Land Selection of Commissioner's Land outside the Hamlet of Fort Liard, the Government of the Northwest Territories will Consult other Aboriginal groups who have established rights protected by section 35 of the *Constitution Act, 1982*, or who assert that they have rights protected by section 35, which may be adversely affected by the Land Withdrawal or Land Selection, and that as a result, the Government of the Northwest Territories may propose, amongst other measures taken with a view to achieving reconciliation, changes to the identification of land to be withdrawn or selected.

8.1.3 Government acknowledges that the Acho Dene Koe First Nation is committed to having overlap discussions with Aboriginal groups that have overlapping interests in the Acho Dene Koe Settlement Area.

9.1.0 PUBLIC REVIEW

9.1.1 Prior to the Date of Land Withdrawal, the Acho Dene Koe First Nation and Government will develop a joint communications plan for the public release of information, including the location of the withdrawn lands and the affected third party interests.

9.1.2 Following the Date of Land Withdrawal, a holder of a right or interest in the withdrawn land will be advised by Government that the land has been identified as Acho Dene Koe Settlement Lands.

9.1.3 Following the Date of Land Withdrawal, the Acho Dene Koe and Government will have 90 days to conduct a public review and engagement concerning the withdrawn lands.

9.1.4 Upon completion of the public review and engagement under 9.1.3, the maps and lists referred to in 5.1.5, the land withdrawal order and other preventative actions under 7.1.8 and 8.1.2 will be amended, if necessary.

10.1.0 FINAL DESCRIPTIONS OF ACHO DENE KOE SETTLEMENT LANDS

10.1.1 Following the public review and engagement under 9.1.3, using the maps and lists referred to in 5.1.5, including any amendment under 9.1.4, Government will prepare in final format:

a) maps on 1:50,000 scale National Topographic Series map sheets identifying the boundaries of Acho Dene Koe Settlement Lands;

b) descriptions, including the approximate area in square kilometres, of the blocks of Acho Dene Koe Settlement Lands shown in a); and

c) descriptions of everything on the lists referred to in 5.1.5 and any amendments under 9.1.4.

10.1.2 The maps and descriptions referred to in 10.1.1 will be initialled by the chief negotiators upon approval.

10.1.3 The descriptions in 10.1 b) and c) will be set out in an Appendix to the Final Agreement.

APPENDIX D: PROCESS TO IDENTIFY ACHO DENE KOE COMMUNITY LANDS

1.1.0 DEFINITIONS
2.1.0 CRITERIA FOR IDENTIFICATION OF ACHO DENE KOE COMMUNITY LANDS
3.1.0 HAMLET OF FORT LIARD BOUNDARY
4.1.0 PROVISION OF INFORMATION
5.1.0 LAND SELECTION NEGOTIATIONS
6.1.0 LAND WITHDRAWAL FOR ACHO DENE KOE COMMUNITY LANDS
7.1.0 OTHER ABORIGINAL GROUPS - CONSULTATION
8.1.0 PUBLIC REVIEW
9.1.0 FINAL DESCRIPTIONS OF ACHO DENE KOE COMMUNITY LANDS

1.1.0 DEFINITIONS

1.1.1 The following definitions apply to this Appendix:

"Advanced Stage of Exploration" means Mineral resource definition drilling on a grid or surface or underground bulk sampling for bench test work or grade and tonnage calculations.

"Date of Land Withdrawal" means the date the order withdrawing the land from disposition comes into force.

"Land Selection" means the process by which Crown Lands or Commissioner's Land is identified to be selected as Acho Dene Koe Community Lands.

"Land Withdrawal" means the interim withdrawal put in place by Government at the end of Land Selection negotiations, which is intended to protect the Crown Lands or Commissioner's Land that is to be transferred as Acho Dene Koe Community Lands on the Effective Date.

2.1.0 CRITERIA FOR IDENTIFICATION OF ACHO DENE KOE COMMUNITY LANDS

2.1.1 Acho Dene Koe Community Lands will be identified within the Community Boundary of the Hamlet of Fort Liard.

2.1.2 Following the approval of the Agreement in Principle, the Parties will enter into negotiations for the identification of Acho Dene Koe Community Lands. These lands will:

a) be held in fee simple;

b) be alienable;

c) exclude mines and minerals; and

d) be subject to the jurisdiction of the Hamlet of Fort Liard and applicable Legislation.

2.1.3 Unless agreed by the interest holder, land held in fee simple or subject to an agreement for sale will not be identified as Acho Dene Koe Community Lands.

2.1.4 Negotiations will take place at locations in the Northwest Territories, to be determined by a work plan developed by the Parties prior to the commencement of LandSelection. Where practicable, negotiations will take place in Fort Liard, Northwest Territories.

2.1.5 Unless agreed by the Parties, the following Crown Lands and Commissioner's Land will not be identified as Acho Dene Koe Community Lands:

a) land, the administration of which is with a department or agency of Government, other than the Department of Indian Affairs and Northern Development;

b) land reserved by the Department of Indian Affairs and Northern Development or the Commissioner in the name of any department or agency of Government;

c) land with existing lease-hold interests; and

d) land with known or suspected Contaminated Sites.

2.1.6 Crown Lands or Commissioner's Land subject to existing lease-hold interests is not available to be identified for selection unless the lessee's interest is treated in a manner satisfactory to the Acho Dene Koe First Nation, Government and the lessee. The lessee will be given written notice by Government if such land is being considered for selection.

2.1.7 The identification of land to be selected as Acho Dene Koe Settlement Land, described in Appendix C will be concurrent with this process, unless the Parties agree otherwise.

2.1.8 Commissioner's Land identified to be selected as Acho Dene Koe Community Lands will not form part of the overall Acho Dene Koe land quantum as set out in the Final Agreement.

2.1.9 The withdrawal of land in the Hamlet of Fort Liard must:

a) not compromise the Hamlet of Fort Liard's existing or future needs in relation to growth, development, recreationand infrastructure; and

b) not compromise the ability of the Government of the Northwest Territories or the Hamlet of Fort Liard to deliver programs and services now and in the future.

3.1.0 HAMLET OF FORT LIARD BOUNDARY

3.1.1 After the approval of the Agreement in Principle and prior to the commencement of the negotiations to identify Acho Dene Koe Community Land, the Government of the Northwest Territories will provide the other Parties with a map of the existing boundary of the Hamlet of Fort Liard. If an adjustment is requested, the process set out in the Legislation must be followed.

4.1.0 PROVISION OF INFORMATION

4.1.1 Prior to the commencement of Acho Dene Koe Community Land identification negotiations:

a) Government will provide any information for the area in 2.1.1 relating to:

i) Government and third parties interests – including Oil and Gaslicences, surface leases, recorded mining rights, fee simple grants, agreements for sale, applications for lease, rights-of-way, easements, Crown Lands or Commissioner's Land described in 2.1.5, land use permits and other land use authorizations, licences, quarrying permits and leases, timber permits, existing or proposed National Parks or Territorial Parks and other Protected Areas.

b) Government and the Acho Dene Koe First Nation will provide any information for the area in 2.1.1 relating to:

  i) known or suspected Contaminated Sites;

  ii) public routes, airstrips and trails; and

  iii) Acho Dene Koe First Nation cabins and Burial Sites.

c) Government will provide community mapping, at 1:5,000 scale, showing all surveyed and un-surveyed parcels, for the area in 2.1.1, using official English and Meh Cho La Dene place names and identifying, to the extent practicable, the location of interests identified in in 4.1.1 b);

d) following review of the information under 4.1.1(a) and 4.1.1(b) and maps under 4.1.1 (c), Government will prepare composite maps at 1:5,000 scale; and

e) where 1:5,000 scale maps are not appropriate, Government will provide appropriate scaled maps.

4.1.2 The information provided by Government in 4.1.1 is subject to applicable privacy Legislation.

5.1.0 LAND SELECTIONNEGOTIATIONS

5.1.1 Copies of the composite maps in 4.1.1 d) will be available for use at all Acho Dene Koe First Nation Land Selection negotiations.

5.1.2 After the Agreement in Principle is approved and the information in 4.1.1 is provided by the Parties, the Acho Dene Koe First Nation will submit a proposal to the Government of the Northwest Territories identifying Commissioner's Land that may become Acho Dene Koe Community Lands.

5.1.3 The Acho Dene Koe First Nation and Government will prepare lists which describe the lands proposed to be included in Schedule "X" to "Y" of the Final Agreement.

5.1.4 When the identification of Acho Dene Koe Community Lands has been completed and the Parties have completed their respective review processes, the negotiators will initial the original composite maps referred to in 4.1.1 d) and the lists referred to in 5.1.3.

5.1.5 Prior to a Commissioner's Order in Executive Council for Land Withdrawal, the Government of the Northwest Territories will discuss the Land Withdrawal with the Hamlet of Fort Liard.

6.1.0 LAND WITHDRAWAL FOR ACHO DENE KOE COMMUNITY LANDS

6.1.1 As soon as practicable after the initialling or signing of the composite maps and lists under 5.1.4, Government will withdraw the identified lands from disposition under the *Territorial Lands Act* and the *Commissioner's Land Act* and subject to 6.1.2 to 6.1.7, take any other necessary actions to prevent the following activities on the withdrawn lands:

a) the execution of new agreements for the sale or lease of land;

b) the issuance of dredging leases under the *Territorial Dredging Regulations*;

c) the recording of new mining claims under the *Northwest Territories and Nunavut Mining Regulations;*

d) the granting of new permits, licences or leases under the *Territorial Coal Regulations;*

e) the issuance of new rights under the *Forest Management Act*; and

f) the issuance of new interests under the *Canada Petroleum Resources Act.*

6.1.2 A new permit may be issued under the *Territorial Quarrying Regulations* or the *Commissioner's Land Regulations* in respect of sources of Construction Materials:

a) for quarrying sites which were in use or identified prior to the date of the withdrawal order; or

b) where, after Consultation with the Acho Dene Koe First Nation, the territorial land agent or other designated person determines there is no alternative source of supply reasonably available in the surrounding area and the materials are required for essential public construction purposes.

6.1.3 No new timber permits or licences, other than renewals or replacements of existing timber permits or licences issued pursuant to the *Forest Management Act*, will be issued in respect of the withdrawn lands except:

a) for less than 500 cubic metres of wood; or

b) with the consent of the Acho Dene Koe First Nation; or

c) where, after Consultation with the Acho Dene Koe First Nation, the Minister concludes the permit or licence should be issued because of overriding public interest.

6.1.4 Except where provided for in Legislation, the withdrawal of land or other preventative action under 6.1.1 will not prevent:

a) the renewal;

b) extention of terms;

c) amendment;

d) replacement; or

e) transfer,

of an interest provided that, in the case of an amendment or replacement, there is no significant change in the terms and conditions of the interest.

6.1.5 Government's discretion to grant or refuse the renewal, replacement, extension of term or transfer of any interest in land or licence, permit or authorization is not affected by 6.1.1.

6.1.6 The withdrawal or other preventative action under 7.1.1 may be revoked in respect of all or part of the withdrawn land where, after Consultation with the Acho Dene Koe First Nation, the Minister concludes it should be revoked because of overriding public interest.

6.1.7 The Acho Dene Koe First Nation will be given notice by Government of any renewal, extension of term, amendment, replacement, transfer or any other change of an existing right or interest, and of the issuance of any new rights referred to in 6.1.1 to 6.1.3 and of any revocation under 6.1.6.

6.1.8 For greater certainty, the provisions of 6.1.0 will not affect access to or across withdrawn Crown Lands, identified to become Acho Dene Koe Community Land, for the withdrawal period.

6.1.9 For greater certainty, withdrawn lands remain Crown Lands or Commissioner's Land under the control of the Minister or Commissioner.

7.1.0 OTHER ABORIGINAL GROUPS - CONSULTATION

7.1.1 In the course of Land Withdrawal and Land Selection negotiations, Government will Consult other Aboriginal groups who have established rights protected by section 35 of the *Constitution Act, 1982,* or who assert that they have rights protected by section 35, which may be adversely affected by the Land Withdrawal and Land Selection. As a result, Government may propose, amongst other measures taken with a view to achieving reconciliation, changes to the identification of land to be selected as Acho Dene Koe First Nation Community Lands.

8.1.0 PUBLIC REVIEW

8.1.1 Prior to the Date of Land Withdrawal of land that has been identified to become Acho Dene Koe Community Lands, the Acho Dene Koe First Nation and Government will develop a joint communications plan for public release of information, including the location of the withdrawn lands and the affected third party interests.

8.1.2 Following the Date of Land Withdrawal, a holder of a right or interest in the withdrawn land will be advised by Government that the land is identified as land that may be selected as Acho Dene Koe Community Lands.

8.1.3 Following the Date of Land Withdrawal, the Acho Dene Koe and Government will have 90 days to conduct a public review and engagement concerning the withdrawn lands.

8.1.4 Upon completion of the public review and engagement under 8.1.3, the maps and lists referred to in 5.1.4 and land withdrawal order and other preventative actions under 7.1.1 will be amended, if necessary.

9.1.0 FINAL DESCRIPTIONS OF ACHO DENE KOE COMMUNITY LANDS

9.1.1 Following the public review and engagement under 8.1.0, the maps and lists referred to in 5.1.4, including any amendment under 8.1.4, Government will prepare in final format:

a) maps, on 1:5,000 scale, identifying the boundaries of Acho Dene Koe Community Lands;

b) descriptions of the parcels of Acho Dene Koe Community Lands identified in 9.1.1 a);

c) descriptions of everything on the lists referred to in 5.1.3 and any amendments under 8.1.4; and

d) where 1:5,000 scale maps are not appropriate, the Government of the Northwest Territories will provide appropriately scaled maps.

9.1.2 The maps and descriptions referred to in 9.1.1 will be initialled by the chief negotiators upon approval.

9.1.3 The descriptions referred to in 9.1.1 b) and c) will be set out in an Appendix to the Final Agreement.